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WESTERN RESERVE SECTION, MERCEDES-BENZ CLUB OF AMERICA INC.
THE OHIO BACKROADS ADVENTURE TOUR

8-5-12 - 8-9-12



**RELEASE OF LIABILITY,
WAIVER OF CLAIMS,
INDEMNIFICATION,
AND ARBITRATION
AGREEMENT**

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Indemnification Agreement

In consideration of being allowed to participate in driving/racing programs ("Programs") organized and/or operated by * SEE ABOVE (the "Event Organizer") at any time following the execution of this Agreement, the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Event Organizer and/or other participants arising out of the Participant's participation in the Programs and/or the use of any equipment provided by the Event Organizer ("Equipment"). The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are waiving and releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Event Organizer, its owners, affiliates, operators, employees, volunteers, agents, Directors and/or officers and/or other participants.
- 2) **TO ASSUME ALL RISKS** of participating in the Programs and using the Equipment, even those caused by the **negligent** acts or conduct of the Event Organizer, its owners, affiliates, operators, employees, volunteers, agents, Directors and/or officers, and/or other participants. The Participant and his/her Parents or legal guardian(s) understand that the risks of participating in the Programs and using the Equipment may be both foreseeable and unforeseeable and include the risk of serious physical injury and/or death; disability and property damage.
- 3) **TO RELEASE** the Event Organizer, its owners, affiliates, operators, employees, volunteers, agents, Directors and/or officers, and/or other participants from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and/or use of the Equipment; and
- 4) **TO INDEMNIFY** the Event Organizer, its owners, affiliates, operators, employees, volunteers, agents, Directors and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Programs and/or use of the Equipment.

Arbitration

The Participant, and the Participant's parent(s) or legal guardian(s), if Participant is a minor, hereby agrees to submit any dispute arising from participation in the Programs, for which Participant intends to seek damages in excess of \$75,000.00, to binding arbitration. Submission shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. The neutral arbitrator shall be the owner or operator of any automobile race track (other than an automobile race track where the Programs occurred) located in the United States. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of No. Ohio, utilizing the selection criteria for the neutral as set forth above. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the county and state in which the Programs occurred or, in the event that they moved through multiple locations, where the Programs commenced, and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. In the event that Participant, or the Participant's parent(s) or legal guardian(s), if Participant is a minor, files a lawsuit in any court relating to, and/or arising from, Participant's participation in the Programs, Participant and/or Participant's parent(s) or legal guardian(s), by signing this document, stipulate to a cap on Participant's damages of \$75,000.00, exclusive of interests and costs. As a threshold matter, the Panel, or the Court (if a lawsuit is filed), shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law.

The Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to inspect the location where the Programs will occur (the "Facility") before any participation.

The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury through the exercise of common sense and by being aware of his/her surroundings.

If, while participating in the Programs, the Participant observes any unusual condition or hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Event Organizer.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

MINORS

By signing this page, I hereby acknowledge that I have read, understand, and agree to be bound by the terms of the RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION, AND ARBITRATION AGREEMENT, presented to me in advance of my participating in any driving/racing programs organized and/or operated by * SEE TOP PAGE 1.

Parents or Guardians must sign if the Participant is UNDER 18.

Participant's Printed Name: _____ Signature: _____

Parent/Guardian Signature: _____ Date: _____

Participant's Printed Name: _____ Signature: _____

Parent/Guardian Signature: _____ Date: _____

Participant's Printed Name: _____ Signature: _____

Parent/Guardian Signature: _____ Date: _____

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