

# APEXtrackdays LLC WAIVER, RELEASE OF LIABILITY and AGREEMENT

This document contains a waiver of your legal rights and a release of all claims for any loss, damages, personal injury or death. Please read and consider it carefully before initialing and signing below.

I, \_\_\_\_\_ (PRINT NAME), hereby acknowledge and agree that I have asked to participate as a rider or spectator in a private motorcycle track event organized by APEXtrackdays, LLC, a Utah limited liability company (hereinafter “**APEX**”) at Miller Motorsports Park, a race track (hereinafter the “**Facility**”) located in Tooele County, Utah, on one of more of the dates in calendar year 2010 on which APEX is using part of the Facility (the “**APEX Dates**”). I hereby agree to the following for each and every one of the APEX Dates at which I may be at the Facility:

I AM AWARE THAT THIS EVENT AND MOTORCYCLE RIDING ARE DANGEROUS ACTIVITIES INVOLVING RISKS OF SERIOUS PERSONAL INJURY AND DEATH, AND I AM VOLUNTARILY PARTICIPATING IN THIS APEX TRACK EVENT AND ALL RELATED ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF PROPERTY DAMAGE, PERSONAL INJURY, AND DEATH.

IN CONSIDERATION of being allowed to participate in the APEX track event and use the Facility, which participation and use includes without limitation any presence at the Facility during an APEX event, I hereby agree to assume all risks related to the event of Facility in any way, and I agree for myself and on behalf of my heirs, guardians, legal and personal representatives and assigns to make no claim against, sue, or otherwise prosecute (a) APEX and its owners, managers, officers, agents, or employees, or any affiliated organizations, employees, agents, officers, directors, owners, successors, or assigns, (b) the Facility and its owners, managers, officers, agents, or employees, or any affiliated organizations, employees, agents, officers, directors, owners, successors, or assigns, (c) the Utah SportBike Association (the “**USBA**”) and any of its officers, agents, volunteers or members, (d) Salt Lake Motorsports (the “**SLMS**”) and any of its officers, agents, volunteers or members, (e) **Scott Larson** (doing business as Fast Line Race Tire Service) and his agents, or employees, **or** (f) any other persons or entities participating in the APEX event with the consent of APEX (with all those listed in the preceding clauses (a), (b), (c), (d), (e) and (f) hereinafter being referred to collectively as the “**Released Parties**”) for any loss, injury, damages, or death resulting from negligence or any other cause related in any way to my participation in any APEX event or action at or related to the above referenced Facility. Further, I hereby release and forever discharge the Released Parties from all liability, actions, claims, and demands for myself and on behalf of my heirs, guardians, assigns, legal and personal representatives, that may hereafter exist for any loss, injury, property damage or death, whether from negligence or howsoever caused, related in any manner to my participation in any APEX event at or related to the Facility. I further agree that this Agreement and Release of Liability is intended to be as broad and inclusive as is permitted by law and that if any portion hereof is held invalid, the balance shall continue in full legal force and effect. I understand the inherent risks of motorcycle riding and I agree to comply with all of the rules and regulations, as specified by APEX and the Facility officials, which are intended to promote, but in no way guaranty, the safety of all event participants.

I understand that APEX events at the Facility are only for very experienced motorcycle riders and are not for new or beginning riders. I warrant that my motorcycle riding experience and ability to operate and control a motorcycle is adequate to participate in this advanced rider event at the Facility.

I attest that I have inspected the mechanical condition of my motorcycle to be used at the track event and I deem it to be safe, free of any fluid leaks, and mechanically sound. I understand that APEX may do a minimal technical inspection of my motorcycle to promote safety at the event, but I am in no way relying on such an inspection and understand that I am solely responsible for ensuring the safety of my motorcycle, regardless of a required technical inspection, if any.

I understand that APEX does not guarantee the safety of any participant, nor does APEX assume responsibility for the actions of any participant during the track event.

APEX does not provide medical insurance. I agree to provide my own medical insurance. APEX does NOT make any guaranty, warranty, or representation with regard to the availability or quality of any emergency or medical treatment, equipment, or personnel at this track event or Facility. I understand that it is my responsibility to determine whether I want to participate in the track event after I have determined through my own investigation at the Facility what emergency or medical treatment, equipment, or personnel are available at the Facility.

APEX events may operate regardless of weather. Participants are not required to participate in any fashion, under any weather conditions whatsoever. When and/or whether to participate is left entirely to the judgment of individual riders.

I agree that APEX and the Facility may take pictures or video of myself or any other person at the event and that such pictures or video may be used for any commercial or promotional purposes without any compensation to those appearing in such pictures or video.

I understand that my participation in this event and my use of the Facility are conditioned and contingent upon my agreement to all of the terms set forth in this document. I agree to participate at my own risk and I will hold the Released Parties harmless for injury, death or damages sustained as a result of my participation.

This document contains and embodies the final understanding between me and APEX regarding the track event at the Facility, and it supersedes any and all prior, contemporaneous, or other representations, understandings, or agreements. Unless set forth in a subsequent document signed in writing by me and APEX, any representations, understandings, or agreements related to the APEX event this day at the Facility are and shall be null and void.

I understand that APEX and the other Released Parties cannot guaranty the safe behavior of other participants in the event or that the other participants will always follow all of the rules designed to promote the safety of the event. Even though the Released Parties may try to enforce certain safety rules for the benefits of all participants, I am not relying on the Released Parties to enforce any rules or requirements, and I understand that my waiver and release of all claims against the Released Parties above includes any claims related to enforcement of rules at the event or Facility.

I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT (1) THIS DOCUMENT IS A COVENANT NOT TO SUE AND RELEASE OF LIABILITY REGARDLESS OF NEGLIGENCE OR FAULT AND IS A CONTRACT BETWEEN MYSELF AND APEX FOR THE BENEFIT OF APEX, AND THE OTHER RELEASED PARTIES. I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND I ACKNOWLEDGE VOLUNTARILY AGREEING TO AND SIGNING THIS TWO PAGE DOCUMENT.

**I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE STATED TERMS AND CONDITIONS ON PAGE 1 AND THIS PAGE 2.**

Participant signature: \_\_\_\_\_ Date: \_\_\_\_\_

Check One: Rider ( ) Spectator ( ) Motorcycle: \_\_\_\_\_

Your Emergency Contact's Phone #: \_\_\_\_\_

Email (Walk-On Riders Only): \_\_\_\_\_