

**RELEASE AND HOLD HARMLESS AGREEMENT
CLIMAX MOTORSPORTS PARK, LLC**

The undersigned expressly acknowledges that there are certain inherent risks associated with motorcycle, ATV, and UTV riding, included but not limited to serious injury, property damage, and death. In consideration of being permitted to ride, work, observe, or for any other purpose participate in any activity, or enter onto for any purpose the Site (the "Site", herein defined as including but not limited to the track surface, pit areas, infield, approach area and all other walkways, concessions and other areas appurtenant to any area where any activity related to the operation of a motorcycle, ATV, UTV, motor vehicle or machinery shall take place), of CLIMAX MOTORSPORTS PARK, LLC (hereinafter referred to as CMP), the UNDERSIGNED, for himself, his personal representatives, heirs and next of kin, acknowledges, agrees and represents that he has, or immediately upon entering the Site inspected and continuously thereafter, will inspect the Site, including all portions thereof with which he comes in contact, and does further warrant that entry upon the Site and participation in any activity on the Site constitutes acknowledgement that he has inspected the Site, and that he finds and accepts the Site as being safe and reasonably suited for the purpose of intended use, and he further agrees and warrants that if at any time he is on or about the Site and feels anything to be unsafe, he will immediately advise the officials, employees, or a representative of CMP of such, and will leave the Site.

The UNDERSIGNED acknowledges that track conditions may change due to use and/or weather, and may deteriorate to the point that track conditions may be considered dangerous; that riding presents a significantly greater opportunity for injury; and that safety personnel or flaggers are not present on the Site. As a result the UNDERSIGNED acknowledges he is responsible for his own safety, health and well being while on the Site.

Therefore, in so much as is allowed by law, in consideration of being permitted to enter and use the Site for one or more activities and other good and valuable consideration, the receipt and sufficiency of which is herein acknowledged by the undersigned, it is agreed that CLIMAX MOTORSPORTS PARK, LLC, any of its principals, members, personal representatives, employees, agents, participants, officials, officers, owners; and ALLAN GIRARD, JR., ZACHARY GIRARD, and their heirs, spouses, children, or other family members or any person lawfully on the Site, hereinafter referred to as "Released Parties", shall be free from any and all claims, debts, demands, liabilities or causes of action of every kind or nature, whether caused by the negligence of Released Parties, whether in law or in equity, whether now known, hereinafter acquired, or unknown, by reason of any death or injury to any person or persons, or damage or destruction of any property, or loss of use thereof, whether it be the person or property of the undersigned, or his agents, children, employees, clients or associates, from any cause or causes whatsoever arising from motorcycle, ATV or UTV riding, occupying land, outdoor recreation, observing, or for any other purpose while on the Site now and at any time in the future.

The UNDERSIGNED further expressly agrees that the foregoing release, waiver and indemnity

Client Initials

agreement is to be as broad and inclusive as permitted by the laws of the State of Georgia, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The UNDERSIGNED has read this release, waiver of liability and hold harmless agreement, prior to executing it and freely and voluntarily signs this release, waiver of liability and hold harmless agreement, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement has been made.

The UNDERSIGNED agrees to abide by any and all rules and regulations of the Released Parties while on the Site and acknowledges that they will only occupy this property under direct supervision of an agent of CLIMAX MOTORSPORTS PARK, LLC.

The UNDERSIGNED has had the opportunity to review this document with his own counsel and understands that this is a binding agreement in which certain rights are waived that may severely limit their ability to pursue claims or protect their interests in the future.

I ACKNOWLEDGE AND AGREE THAT BY SIGING THIS AGREEMENT I AM RELIEVING ALL RELEASED PARTIES OF ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR DEATH RESULTING FROM ANY ACTIVITY AND WAIVING MY RIGHT TO MAINTAIN A LAWSUIT AGAINST ANY OF THE RELEASED PARTIES, EXCEPT FOR ANY LIABILITY BASED UPON THEIR GROSS NEGLIGENCE OR WANTON AND WILLFUL MISCONDUCT. I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT; I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND THAT THE TERMS OF THIS AGREEMENT ARE LEGALLY BINDING UPON ME AND UPON MY ASSIGNS, HEIRS, REPRESENTATIVES, EXECUTORS AND ADMINISTRATORS; AND THAT I AM SIGNING THIS AGREEMENT, AFTER HAVING CAREFULLY READ IT, OF MY OWN FREE WILL.

This _____ day of _____, 20____.

Signature of Client _____(SEAL)

Name Printed _____

Address _____

Phone Number _____

Client Initials

IF PARTICIPANT IS UNDER 18 YEARS OLD – UNDERSIGNED PARENT/GUARDIAN CONSENT: I am the parent or legal guardian of the undersigned one or more minors (whether one or more, the “Minor”) under 18 years of age and hereby consent to the Minor’s participating in the activities and programs as directed by CMP, all as defined above. In consideration of permission to the Minor to use the Site and participate in one or more activities, I agree, personally and on behalf of the Minor and any other parent or legal guardian of the Minor, to be bound by the terms and conditions set forth in this Agreement. Without limiting the immediately preceding sentence, I expressly, personally and on behalf of the Minor and any other parent or legal guardian of the Minor, (a) acknowledge and consent to the Minor’s assumption of the risks described above, (b) make and enter into for the benefit of the Released Parties the agreements set forth above and (c) agree to indemnify, hold harmless and defend all Released Parties from and against any loss, damage, liability and expense, including but not limited to costs and attorneys’ fees, incurred by any Released Party, as a result of the Minor’s using the Site or participating in any Activity. I represent that I am at least eighteen (18) years of age and legally competent to sign this Agreement. Further, I agree to indemnify and hold harmless any of the Released Parties from any and all claims, whether described above or otherwise, whether known or unknown, or whether caused by the negligence of any of the Released Parties, arising from the Minor on whose behalf I am executing this agreement

A photocopy hereof, or a record of this Agreement sent and received by facsimile, email or other electronic transmission, shall be enforceable and shall have full legal effect as an original.

This _____ day of _____, 20 ____.

Signature of Parent/Guardian_____ (SEAL)

Name Printed_____

Address_____

Phone Number_____

Child’s Name _____

Relationship to Child: Check One – Mother (☐) Father (☐) Legal Guardian (☐)

The UNDERSIGNED CHILD has read this release, waiver of liability and hold harmless agreement, prior to executing it and freely and voluntarily signs this release, waiver of liability and hold harmless agreement, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement has been made and hereby acknowledges that they are bound by all terms and conditions of this agreement to the extent applicable by law.

Signature of Child_____ (SEAL)

Name Printed_____

Client Initials