



WAIVER, RELEASE OF LIABILITY and AGREEMENT

Coram Publishing, LLC. dba Ultimate MotorCycling magazine, and JETT Tuning Inc.

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, _____ hereby acknowledge and agree that I have asked to participate as a rider or spectator in a private motorcycle track event ("the Event") organized by Ultimate MotorCycling and JETT Tuning, California (hereinafter referred collectively as the "Released Parties") limited liability companies at Buttonwillow Raceway ("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 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 track event and use the Facility, which participation and use includes without limitation any presence at the Facility, I hereby agree to assume all risks related to the Event or 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) the Released Parties and any of their 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, or (c) any other persons or entities participating in the event with the consent of 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 the event or action at or related to the 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 the 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 the Released Parties and the Facility officials, which in no way guaranty, the safety of all event participants. I understand that the event at the Facility is 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 the Released Parties 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 the Released Parties do not guarantee the safety of any participant, nor do they assume responsibility for the actions of any participant during the track event. I understand that the Released Parties cannot guarantee 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.

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 CORAM PUBLISHING AND JETT TUNING FOR THE BENEFIT OF THEM, AND THE OTHER RELEASED PARTIES. I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND I ACKNOWLEDGE VOLUNTARILY AGREEING TO AND SIGNING THIS DOCUMENT. I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE STATED TERMS AND CONDITIONS

Signature: _____ Name: _____ Date: _____ Driver's License #: _____

Address: _____

Emergency Contact Name: _____ Phone #: _____