## **MOTORCYCLE Self Tech Inspection and Waiver**

On the date of (Date)\_\_\_\_\_

I (**Rider's Name**)\_\_\_\_\_\_ accept and understand that I am participating in a high performance driving/riding event with Shift-S3ctor LLC.

I (**Rider's Name**) \_\_\_\_\_\_\_ accept and understand that I am a licensed and insured Rider and I am comfortable driving/riding at speeds potentially exceeding 100+ MPH on a closed course.

I (**Rider's Name**)\_\_\_\_\_\_ accept and understand that this is a high performance driving/riding event that may result in <u>PERSONAL INJURY OR DEATH</u> to myself or others.

I (**Rider's Name**)\_\_\_\_\_\_\_accept and understand that I will be <u>LIABLE</u> and <u>RESPONSIBLE</u> for <u>ANY DAMAGE</u> I cause to the property and may be <u>REQUIRED TO PAY</u> any and all costs of repair.

I (Rider's Name)\_\_\_\_\_\_\_accept and understand that I <u>ASSUME MY OWN RISK</u> and <u>WAIVE MY RIGHT TO SUE</u> Shift-S3ctor LLC, Revvolution LLC, Revvolution Shift-S3ctor LLC, the City of Marion, IN, the Board of Aviation Commissioners for the Marion Municipal Airport, as well as any agents, employees, affiliates, or representatives thereof including but not limited to, venue owners and operators, sponsors, media, other third parties regardless of role or capacity, as well as any agents, employees, or representatives thereof, from any and all liability, claims, losses, demands, damages, costs and expenses, including attorney's fees, arising out of or resulting from injury to my own person or damage to my own property, including that caused by negligence, which may arise during my participation in this event.

#### Signed in good faith: (Rider's Name)\_\_\_\_\_

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				Rider's Vehicle
Year:		Make:		Model:

Color:\_\_\_\_\_

Horsepower (crank):\_\_\_\_\_

By self-inspecting your vehicle, you are agreeing to be liable for your own vehicle. Everything must be checked in order to protect the safety of yourself, your vehicle, as well as the safety of others. Accidents can happen quickly. Lug nuts and brakes should be checked before and after every run. If it is determined that the cause of an accident was based upon the negligence of your vehicle inspection, you will be removed from the event and will face potential consequences. Once you have finished inspecting your vehicle, after you have completely checked each and every item on this form in good faith, it is necessary to print and sign at the bottom of this page. You must bring this form to the event with you on the day of the event. If you do not, you must do another full inspection on the morning of the event and could miss important information and run time. Be safe and thank you for your assistance in the smooth and safe running of this event. This form must be filled out within 48 hours of the event.

#### Place a check Once a box is true and inspected, write NO if it is not true:

	Suspension:					
	Wheel hubs and bearings have no play					
	Spring and shock bolts are tight					
	Steering Stabilizer (if going 180+mph)					
)	No unusual steering play					
Crankcase breather hoses ran into catch/can						
e						
	Brakes					
	Tail lights work correctly					
	Lines secured					
	Rotors good shape - not cracked or warped					
	No leaks					
	Pads more than 5mm left					
	Body					
	Body Panels secured					
	Gas cap secured					
9	in 	Image: Second State State Wheel hubs and bearings have no play   Image: Second State Spring and shock bolts are tight   Image: State Steering Stabilizer (if going 180+mph)   Image: State No unusual steering play   Image: Second State Steering Stabilizer (if going 180+mph)   Image: Steering Stabilizer (if going 180+mph) No unusual steering play   Image: Second Steering Play Steering Stabilizer (if going 180+mph)   Image: Second Steering Play Steering Stabilizer (if going 180+mph)   Image: Second Steering Play Steering Stabilizer (if going 180+mph)   Image: Second Steering Play Steering Stabilizer (if going 180+mph)   Image: Second Steering Play Steering Stabilizer (if going 180+mph)   Image: Second Steering Play Steering Steering Play   Image				

I agree, in good faith, to the above information and that it is accurate and correct.

Name (Print): \_\_\_\_

Signature: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS, AND INDEMNIFICATION AGREEMENT

### PLEASE READ CAREFULLY

BY SIGNING THIS DOCUMENT YOU ARE DECLARING YOU HAVE READ AND UNDERSTOOD THAT YOU ARE WAIVING SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE ANY AND ALL PARTIES

ASSOCIATED WITH THIS EVENT. LOCATION: Marion, IN

<u>DATE(S)</u>: August 14-15, 2021

<u>RELEASEES</u>: Shift-S3ctor LLC, Revvolution LLC, Revvolution Shift-S3ctor LLC, the City of Marion, IN, the Board of Aviation Commissioners for the Marion Municipal Airport, as well as any agents, employees, or representatives thereof.

In consideration of being allowed to attend and participate in the EVENT, I hereby agree to the following:

**EVENT**: Airstrip Attack

- 1. I accept and understand that there is a <u>serious risk of injury and death</u> in being present at any motorsports event, especially one such as this EVENT, whether as a participant, spectator, worker, media member, or otherwise; and
- 2. I accept and believe I am physically, emotionally, and mentally able to be present at this EVENT; and
- 3. I accept and understand that I must abide by all rules instituted by the organizers of this EVENT at any and all times, regardless of my role; and
- 4. I accept and understand I am solely responsibility for my own personal safety, and the personal safety of any MINORS accompanying me; and
- 5. I accept and understand I may be removed, without refund, at any time from the EVENT for behavior deemed improper or unsafe by EVENT staff.
- 6. <u>COVID-19:</u> I accept and understand that, due to the global pandemic involving COVID-19, by attending this event I am placing myself at serious risk of contracting COVID-19, which may lead to serious injury and death. I accept and certify that I do not have any COVID-19-related symptoms, and if I do, I will immediately leave the event.

# I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, AND ANY AND ALL SPOUSES, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN THAT MY SIGNING OF THIS DOCUMENT CONSTITUTES:

- 1. <u>AN ABSOLUTE ASSUMPTION OF ANY AND ALL RISKS</u> associated with my presence at the EVENT [regardless of my role as a participant, spectator, worker, media member, or otherwise] even as a result of the negligence of the Releasees, as defined above, or agents thereof, or any persons present, associated with, or participating in the EVENT in any capacity; and
- 2. <u>A FULL RELEASE OF LIABILITY AND WAIVER OF ALL CLAIMS</u> that I may have now, or in the future, against the Releasees as well as any person(s), entities or organization(s) associated in any way with the EVENT including the venue owners and lessees, promoters, track operators, sponsors, advertisers, car owners and other participants, rescue personnel, event staff, underwriters, or consultants from any and all liability for any and all losses, damages, costs, expenses, including attorney's fees, that I may suffer as a result of my presence at the EVENT, in any capacity, due to any cause whatsoever, whether related to COVID-19 or not, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED ON THE PART OF THE RELEASEES.
- 3. <u>AN AGREEMENT NOT TO SUE THE RELEASEES</u> for any loss, injury, damages, of any form or type, however caused, whether directly or indirectly from my participation in any aspect(s) of the EVENT; and
- 4. <u>AN AGREEMENT TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES</u> from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, that may be incurred due to any claim made against them, either as individuals or as a whole, by me or my behalf, or that of my estate, whether the claim is based on the negligence of the Releasees or otherwise as stated above.
- 5. AN AGREEMENT that this document be construed to the <u>fullest extent permitted by law</u>, and be <u>GOVERNED BY THE</u> <u>LAWS</u>, and in the courts, of the STATE IN WHICH THE EVENT OCCURS.

#### I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN <u>SUBSTANTIAL</u> LEGAL RIGHTS WHICH I AND MY SPOUSES, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN MAY HAVE AGAINST THE RELEASEES.

## I SIGN THIS DOCUMENT VOLUNTARILY

Print Name