## **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 experienced 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 PERSONAL INJURY OR DEATH to myself or others.

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

I (Rider's Name)\_\_\_\_\_\_accept and understand that I ASSUME MY OWN RISK and WAIVE MY RIGHT TO SUE Shift-S3ctor LLC, as well as any and all affiliates 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	l faith: ( <b>Rider's Name</b> )	_
		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 cho	eck once a box i	s true and inspected, write NO if it is not tru	ie:		
Engine:		Suspension:			
Battery is secured- Terminals Covered		Wheel hubs and bearings have no play			
Throttle return spring is tight		Spring and shock bolts are tight			
No fluid leaks		Steering Stabilizer (if going 180+mph)			
Lanyard-style kill switch (if going 180+mph)		No unusual steering play			
Crankcase breather hoses ran into catch/can					
airbox					
Drive chains master clip safety wire/silicone					
Wheels/Tires:	Brakes				
All lug nuts are tight/torqued		Tail lights work correctly			
Sufficient tread (more than 2/32's)		Lines secured			
Good condition (no tears/cords showing)		Rotors good shape - not cracked or warped			
No severe cracks in spokes		No leaks			
Tires rated for top speed of motorcycle		Pads more than 5mm left			
Safety:		Body			
Approved full-face helmet (Snell2015+)		Body Panels secured			
Full leather racing suit		Gas cap secured			
Racing boots cover above ankle					
Leather gloves with no openings/tears					
Lagree in good faith to the above information and that it is accurate and correct					

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

Name (Print):

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

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT PLEASE READ CAREFULLY

## EVENT AND LOCATION: \_\_\_\_\_

DATE SIGNED:

IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), THE UNDERSIGNED, for himself or herself, his or her personal representatives, heirs, and next of kin:

- 1. Acknowledges, agrees, and represents that he or she has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he or she enters, and he or she further agrees and warrants that, if at any time, he or she is in or about RESTRICTED AREAS and he or she feels anything to be unsafe, he or she will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
- 2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Shift-S3ctor LLC, the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, competition vehicle owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and leasees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his or her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the UNDERSIGNED'S INJURY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- 4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
- 5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
- 6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 7. HEREBY accepts and understands 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.
- 8. HEREBY accepts and believes he or she is physically, emotionally, and mentally able to be present at this EVENT.
- 9. HEREBY accept and understands that he or she must abide by all rules instituted by the organizers of this EVENT at any and all times, regardless of role.
- 10. HEREBY accepts and understands he or she is solely responsibility for their own personal safety, and the personal safety of any accompanying MINORS.
- 11. HEREBY Accepts and understands he or she may be removed, without refund, at any time from the EVENT for behavior deemed improper or unsafe by EVENT staff.
- 12. <u>COVID-19</u>: HEREBY Accepts and understands that, due to the global pandemic involving COVID-19, by attending this event he or she is placing themselves at serious risk of contracting COVID-19, which may lead to serious injury and death; and he or she accepts and certifies that they do not have any COVID-19-related symptoms, and if they do, they will immediately leave the event.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

## I SIGN THIS DOCUMENT VOLUNTARILY

Print Name