

Rider Agreement and Information Sheet

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I, _____, voluntarily agree with Superbike Coach Corporation, a California corporation ("SBC"), as follows:

1. Assumption of risk. **I AM AWARE THAT OPERATING A MOTORCYCLE ON TRACK OR ROAD IS A DANGEROUS ACTIVITY INVOLVING A RISK OF SERIOUS PERSONAL INJURY, DEATH, AND DAMAGE TO MY PROPERTY, AND I AM VOLUNTARILY PARTICIPATING IN RIDER STREET TRAINING OR MOTORCYCLE TRACK DAY EVENT ("EVENT") WITH KNOWLEDGE OF THE DANGER INVOLVED. I ACCEPT ANY AND ALL RISKS OF PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE.**

I understand that SBC has no control over the design, construction, maintenance, or operation that bear on the condition of paved, unpaved (whether or not visible from the paved track or public road) and other buildings, structures, or improvements ("Facility") and does not control emergency or medical treatment, equipment or personnel at the Facility. I understand that SBC does not certify or guaranty my own riding skills or safe riding by other riders sharing the track with me.

I am voluntarily participating in the Event on my own evaluation of all relevant conditions, and not based upon any representations or warranties by SBC or any of its owners, officers, directors, employees, or agents.

I understand that SBC and the Facility do not provide medical insurance. I agree to provide my own medical insurance. I understand that Event and the Facility may operate regardless of weather, including cold weather, dew, or precipitation, affecting traction, and that I will exercise my own judgment whether to participate in the Event, or any portion of the Event.

Initial

2. Waiver of claims for injury and damage. For myself, heirs, spouse, children, parents, guardians, executors, trustees, personal representatives, and other successors, I hereby waive any claims, causes of action, or damages against SBC in any way arising from my participation in the Event, including but not necessarily limited to: (a) the design, construction, maintenance, or other conditions of the Track Facility; (b) track operations (including start/finish and grid control, signaling, motorcycle retrieval, rescue or medical operations); (c) control rider and instructor actions; (d) technical inspection of my motorcycle and riding gear, if any, driving by other participants in the Event; (e) the failure to enact or communicate rules for the Event, or the enforcement or non-enforcement of rules announced for the Event; or (f) SBC's selection of vendors to provide any product or services during or in relation to the Event (collectively, "Waived Claims"). I also waive any Waived Claims against SBC's owners, officers, directors, employees, volunteers, agents, insurers, the owners or operators of the facilities in which the Event is being conducted, and all other participants in the Event (the "Released Parties"). Even though the Released Parties are not identified by their names, they are intended third-party beneficiaries of this Rider Agreement, and entitled to assert this waiver if I assert a Waived Claim. To the fullest extent permitted by law, I have agreed to waive all claims for active or passive conduct, errors and omissions, and ordinary negligence.

Initial

3. Covenant not to sue; hold harmless. I promise that I will not sue any of the Released Parties for any Waived Claims. If I breach this promise, I will reimburse each of the Released Parties for all actual attorney fees and costs incurred, and other damages suffered as a result of my breach of this promise. If any person sues any of the Released Parties for injuries or property damages I suffer, or any other person suffers because my death, personal injury (including any loss of financial support, consortium, or comfort), or property damage, I will hold all Released Parties harmless and fully indemnify them against all actual attorney fees and costs, judgments, settlements, and other damages caused by the suit.

Initial

4. Indemnity and defense. To the fullest extent permitted by law, I will fully defend and indemnify all Released Parties against any claims, causes of action, damages, or settlements for any wrongful death, personal injury or property damages caused, or allegedly caused, in whole or in part, by my own acts or omissions, including any breach of this Rider Agreement or other contract, violation of law, intentional tort, gross negligence, or simple negligence.

Initial

5. Rules. I represent and agree that: (a) I have read and understand all rules, terms, and conditions for the Event on SBC's website; (b) I will attend the initial rider's meeting and will obey all rules announced during the rider's meeting or otherwise during the Event; (c) I will follow all rules announced, and obey all commands given by SBC, the start/finish/grid control, corner workers, or other person with authority to act on behalf of SBC or the organization operating the track during the Event.

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6. Fitness for Event. I represent and warrant that I am in good physical condition and suffer no temporary or permanent disability that will in any way impede my participation in the Event; (c) I am not currently under any medical order not to participate in the Event or operate a motorcycle. I have self-selected my riding group based on my own evaluation of my motorcycle riding skills. I understand that if my self-selected group is too fast or too slow for my riding, I will immediately leave the track and ask to be moved to a faster or slower group.

Initial

7. Condition of Equipment and Facility. I represent and warrant that I have inspected the mechanical condition of my motorcycle, and I deem it to be safe, free from fluid leaks, and that it has appropriate tires for the Event. I understand that SBC will conduct a minimal technical inspection of my motorcycle to promote safety at the Event, but I am no way relying on such an inspection and understand that I am solely responsible for ensuring the safety of my motorcycle, regardless of any required technical inspection. I also warrant that my riding gear (including but not limited to helmet, gloves, boots, and suit), and that I am not relying on SBC to inspect or approve any riding gear. I also agree that I am accepting all motorcycles, equipment or riding gear provided by SBC in an as-is condition, without representation or warranty that the equipment is safe, in merchantable condition, or fit for a particular purpose.

Initial

8. Purpose of Agreement; Venue; Choice of Law. I understand that this Rider Agreement shifts certain legal risks, and I voluntarily assumed those risks. This Rider Agreement shall be interpreted and enforced under California law, without regard to any conflicts of law principles. Any suit arising from the Event, or to interpret or enforce this Rider Agreement shall be brought in the California county in which the Event took place, or the United States District Court with geographical jurisdiction for the county in which the Event took place, and in no other forum.

Initial

9. Parties. This Rider Agreement binds Rider and Rider's parents, guardians, spouse, children, heirs, personal representatives, executors, trustees, and other successors in interest. This Rider Agreement benefits SBC and its owners, directors, officers, employees, volunteers, agents, insurers, and Released Parties.

Initial

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I HAVE TAKEN THE TIME TO CONSIDER THE RISKS INHERENT IN MY PARTICIPATION IN THE EVENT, AND HAVE VOLUNTARILY AND INDEPENDENTLY DECIDED TO PARTICIPATE IN THE EVENT. I AM AWARE THAT THIS AGREEMENT CONTAINS MY PROMISE NOT TO SUE SBC AND THE RELEASED PARTIES, THAT I HAVE RELEASED AND WAIVED ALL CLAIMS IN ANY WAY ARISING FROM OR RELATED TO MY PARTICIPATION IN THE EVENT, AND THAT THIS AGREEMENT CONSTITUTES A BINDING CONTRACT BETWEEN ME, AND ANY PERSON WHO POTENTIALLY COULD ASSERT A CLAIM ON MY BEHALF, AGAINST SBC AND THE RELEASED PARTIES.

I have initialed each section, to acknowledging that I read and understand each section. I intend my signature to be a complete, continuing, and uncontrolled release of all liability to the greatest extent allowed by law. I acknowledge that I was given ample opportunity to read the agreement and/or have it reviewed by legal counsel of my choice.

I KNOW THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS IN ORDER TO PARTICIPATE IN THE EVENT, AND ACKNOWLEDGE THAT I AM VOLUNTARILY AGREEING TO AND SIGNING THIS TWO-PAGE AGREEMENT.

Signature: _____

Date: _____

Driver's License or ID no.: _____

Birth Date: _____

Emergency Contact
(Name, phone, relationship) _____

Witness: _____