

**RELEASE OF ALL AUTOMOTIVE INTERNATIONAL PERSONNEL AND INSTRUCTORS**

**TO BE SIGNED BY ALL PARTICIPANTS AND POTENTIAL RIDERS**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

BETWEEN:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(the "Participant")  
OF THE FIRST PART

AND

Automotive International of Charlotte  
13337 YORK CENTER DR. CHARLOTTE NC 28273

(the "Activity Provider")  
OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

**Consideration**

- Being of lawful age and in consideration of being permitted to participate in the activity described below, the Participant releases and forever discharges the Activity Provider, its owners, directors, officers, employees, agents, assigns, legal representatives and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the activity described below, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.
- The Participant understands that the Participant would not be permitted to participate in the activity described below unless the Participant signed this Agreement.

### **Details of Activity**

- Scheduled for March 15, 2021, the Participant will participate in the following activity:

Track sessions in one of the following groups:

Parade: A slower drive anyone can take around the course without a helmet. As needed, we will have a pace car to set max speed. No passing.

Beginners/Instruction: For people who have limited experience or the first time on a track who want to learn how to safely drive the course at higher speeds. True beginners we strongly suggest taking the instructor package to accompany you on the first several sessions at least. Or have a very experienced person ride with you. Helmets and technical inspection are required. Point by passing is allowed. Speeds are moderate.

Intermediate/Instruction: For people who have track experience and want to improve their driving skills to safely drive the course at even higher speeds but are not comfortable driving at the higher speeds of Solo. Helmets and technical inspection are required. Point by passing is allowed. Speeds are fast. This run group may be established the day of the event if the Track Director and the instructors feel we need to do this for enjoyment and safety depending on the participants.

Solo: For experienced drivers with substantial track time. Helmet and technical inspection are required. Point by passing is allowed. Speeds are highest.

### **Instructors**

- The Participant acknowledges that while a Participant may be provided an instructor at any point during any session, neither Organizer nor any instructor is responsible in any way for any injury to Participant or any property damage, even if Participant is a rider in a car operated by an instructor.

### **Concurrent Release**

- The Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of any and all actual or assumed obligations that might be owed to the Participant and with the intention of binding its owners, directors, officers, employees, agents, assigns, legal representatives, instructors and successor.

### **Fitness to Participate**

- The Participant acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the above-mentioned activity. If required, the Participant will obtain a medical examination and clearance.

### **Full and Final Settlement**

- The Participant hereby acknowledges and agrees that it has carefully read this Agreement, that it fully understands the same, and that it is freely and voluntarily executing the same.

- The Participant understands that by signing this Agreement, it agrees to be forever prevented from suing or otherwise claiming against the Activity Provider, or any of the other persons or parties listed in the first bullet point under “Consideration” above, for any property loss or personal injury that it may sustain while participating in or preparing for the above noted activity.
- The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.
- This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not a mere recital.

**Governing Law**

- This Agreement will be governed by and construed in accordance with the laws of the State of South Carolina.

**Emergency Contact**

- Automotive International of Charlotte  
Emergency contact name: PETER NIKONOVICH  
Emergency contact phone number: (704) 562-6070

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Participants Name Printed

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Participants Signature

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Automotive International of Charlotte Representative