

Hypercycle

RELEASE AND HOLD HARMLESS AGREEMENT

The undersigned desires to ride and participate in the Team Open practice, Track, or School conducted by Hypercycle. The undersigned desires to do so all the while understanding and acknowledging that the sport of motorcycle riding in the above named Open Practice, Track Ride, or School on the above named paved road course is extremely dangerous and poses a significant risk to life and limb. With this understanding, for him/her self, his/her personal representatives, and his/her heirs and next of kin, the undersigned:

1. **HEREBY RELEASES AND DISCHARGES FOR ALL TIME** Hypercycle, its retailers, affiliates, subsidiaries, agents, employees, instructors, riders, mechanics, servants, sponsors, suppliers, officers, and directors from all liability to the undersigned for any losses or damage, on account of injury or damage or any losses sustained by the undersigned, including his bodily injury and/or death, as a result of riding and/or participating in the above named Open of Hypercycle, and whether on or of the racing premises, while the undersigned is participating in any Open Practice, Track Ride, or School events or preparing to participate in any Open Practice, Track Ride, or School Event.

2. **THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY AND RISK OF BODILY INJURY, DEATH, AND/OR PROPERTY DAMAGE** while participating in any Open Practice, Track Ride, School Events.

3. **THE UNDERSIGNED HEREBY WAIVES ANY CLAIMS AND DOES COVENANT NOT TO FILE ANY CLAIM OR LAWSUIT AGAINST HYPERCYCLE, ITS PRINCIPALS, EMPLOYEE, SPONSORS, OWNERS, AFFILIATES, AGENTS AND/OR ASSIGNS** for any claim which the undersigned, his agents, principals, representatives, and/or assigns may now have, now or in the future, or may acquire against said entities or any of their agents, representatives, or employees by reason or any Open Practice, Track Ride, or School events whether on or off racetrack premises, regardless of the cause thereof.

4. **THE UNDERSIGNED HEREBY AGREES THAT THIS RELEASE AND HOLD HARMLESS AGREEMENT** is intended to be as broad and inclusive as is permitted by the law of the state in which any of its activities are located, and if any portion of its provisions and contents is determined by a court of law to be invalid, the balance shall continue in full force and effect.

5. **THE UNDERSIGNED HEREBY WAIVES HIS RIGHTS** under Section 1542 of the California Civil Code and any similar law of any other state, and acknowledges that this waiver is an essential term of this Release without which he/she would not have executed and/or signed this Release. The undersigned certifies that he/she has read the following provisions of Civil Code section 1542:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him/her must have materially affected his/her settlement with the debtor."

The undersigned acknowledges that the significance and consequence of this waiver of Civil Code section 1542 is that even if he/she eventually suffer additional damages relating to claims that currently exist, he/she will not be able to make any claim for those damages. The undersigned further acknowledges that he/she intends these consequences even that may exist these consequences even as to claims for damages that may exist as of the date of this Release but which he/she does not know exist, and which if known, would materially affect his/her decision to agree to this release, regardless of whether that lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

6. **THE UNDERSIGNED REPRESENTS THAT HE HAS READ, UNDERSTANDS AND IS VOLUNTARILY SIGNING THIS RELEASE AND HOLD HARMLESS AGREEMENT.** The undersigned further warrants that he is at least eighteen (18) years of age, and is otherwise competent to enter into this **RELEASE AND HOLD HARMLESS AGREEMENT**, and further represents that no verbal statements have made to the undersigned to induce him to sign this Agreement, and this Agreement is signed without any coercion and/or duress to the undersigned for the purpose of obtaining his/her signature hereon. The undersigned further represents that no verbal supplements and/or addendum to this Agreement are valid or enforceable, but that any such supplement and/or addendum must be in writing and executed by all parties.

RULES COMPLIANCE AGREEMENT

I agree that as a condition of being allowed to participate in the Open Practice, Track or School conducted by Hypercycle, I will obey all Open Practice Track Ride, or school rules and all instruction and order given by Open Practice Track Ride, or School staff members. I agree that if I fail to comply with Open Practice, Track Ride, or School rules or Instructions or orders given by open Practice, Track Ride, or School staff members, either by my intentional acts or my unintentional acts, I will not be allowed to continue in or attend any future open Practice, Track Ride, or School.

I acknowledge and agree that Open Practice, Track Ride, or School sessions are held rain or shine. I acknowledge and agree that at-track scheduling is subject to delay and/or change due to factors beyond the control of Hypercycle, and that in case of reduced track time, regardless of cause, there will be no refunds or credits issued.

I understand that compliance with Open Practice, Track Ride, or School staffers is essential because riding a motorcycle on racetrack is very serious and very dangerous.

I understand that failure to comply with Open Practice, Track Ride, or School rules and the instructions and orders of Open Practice, Track Ride, or School Staffers and the instructions and orders Open Practice, Track Ride, or School staffers could increase the risk of injury or death to others and myself and thus not be allowed.

ACKNOWLEDGMENT OF MACHINE DAMAGE POTENTIAL

I understand that riding my motorcycle on a racetrack brings with it the possibility that my motorcycle may be damaged or destroyed due to the actions of others or myself. I further understand that this Release and hold Harmless agreement I have signed and executed means that no matter what happens to my motorcycle, and no matter why, any damage thereon is my sole responsibility and risk.

ACKNOWLEDGMENT OF PERSONAL INJURY POTENTIAL AND INSURANCE COVERAGE LIMITS

I understand that riding my motorcycle on racetrack brings with the possibility that I may be killed or injured due to the actions of others or myself. I further understand that the Release and hold harmless Agreement I have signed means that no matter what happens to me, and no matter why, it is my sole responsibility and risk. I further acknowledge that I have been informed that, in the event I am injured during school sessions, that Hypercycle, open Practice, Or Track Ride provides secondary medical coverage that pays only 80% (eighty percent) of those medical bills up to a limit of \$5,000.00, with a \$250.00 deductible thereon. I further understand that in the event I do not have primary medical insurance coverage, that I am personally responsible for the deductible set forth above, and 20% (twenty percent) of all medical bill up to \$5,000.00, and thereafter 100% (one hundred percent) of medical bills over \$5,000.00, and, in addition, any ambulance ride charges and any other cost or expense associated with such injury, and the need for any hospital, medical or other care associated there with.

Date: _____

Signature: _____ Print Name: _____ Witness: _____