



OPP TRACKDAYS WAIVER AND RELEASE OF LIABILITY FORM

This document is legally binding and affects your rights. Please read carefully and feel free to ask any questions you may have prior to signing. Please initial in all the boxes

I want to participate in motorsport events held by OPP Trackdays Inc (herein referred to as OPP) and fully understand that riding motorcycles is a very hazardous sport. I am voluntarily exposing myself to risk of serious personal injury and property damage by my participation. I fully understand that I can possibly suffer an injury, paralysis or death and despite the danger I want to participate and accept any and all risks of property damage, personal injury and death.

I understand that any insurance policy carried by OPP and the track owner(s) or operator(s) liability will be limited and that my own insurance may not fully or even partially cover my injuries or losses.

- I fully understand that: (inclusive of all items listed below)
- OPP does not test the abilities of any participants. All participants ride at their own risk. During trackday sessions more experienced riders may offer riding tips, such information is only informal.
 - OPP will try to help improve student's riding skills and does not guarantee that any instruction will keep riders free of risk.
 - I am solely responsible for the mechanical condition of any motorcycle I use on the track or within the track facility. While OPP will try to review motorcycle eligibility policies with each participant, I am solely responsible for using a track eligible motorcycle as set forth in my registration. OPP is not responsible for the mechanical condition or safety of any motorcycle or other equipment.
 - OPP and the track owner or operator may refuse me access to the track if my motorcycle appears unsuitable or if I violate any policy or procedure or my behavior appears dangerous.
 - If OPP owners and/or staff believe that a participant is a danger to himself/herself or others on the track or with the facility OPP owners and/or staff can ask a participant to leave – refund not required.
 - The payment that I have made to OPP is a track access fee and may or may not include instruction. The fee is non-refundable.
 - OPP operates rain or shine. Participants are not required to participate in any fashion, under any weather conditions whatsoever. When, and/or whether to participate is left entirely up to the judgment of individual riders.
 - OPP may cancel any event at any time due to lack of participants or track conditions.
 - I must abide by all OPP and/or track rules and regulations at all times and that failing to do so may result in being asked to leave without refund.

I represent that I am in good health and fit to use the track and to fully participate in this motor sport. I agree to inform OPP staff or any and all medical conditions that they should be aware of and will do so at registration prior to first track riding session. I will not participate in any event under the influence of any drug or alcohol.

I consent to the use of any pictures or video of me and/or my motorcycle and any of my equipment for any purpose in media.

For myself, my heirs and personal representatives, I hereby release, discharge, and agree to hold harmless and indemnify, OPP, its members, employees, agents and representatives, and all other affected parties from all liability, loss, claims, demands and possible causes of action that accrue from any injuries to my person (including death) or damage to my property in any way related to any motor sport event, and whether arising while I am engaged in any on track activity or while entering or departing from the track facilities, from any case whatsoever, including, without limitation, the failure of anyone to enforce rules and regulations, failure to make inspections, or the negligence of other persons as well as OPP. I understand this release and indemnity cover not only OPP representatives but also any promoter, other participants, sanctioning organizations, track operators, track owners and lessees, track officials, motorcycle owners, riders, drivers, pit crews, sponsors, advertisers, volunteers, and any officers or employees of any of the foregoing. I understand this release and indemnity covers the track surface and shoulder areas, fences, pit areas, infield, burnout area, approach area, shutdown area, and all the grandstands, buildings, viewing areas, walkways, concessions, parking areas or other areas where any activity related to the motor sport events may take place. I further agree this Agreement and Release of Liability is intended to be as broad and inclusive as is permitted by law and that any portion hereof is held invalid the balance shall continue in the full legal force and effect.

I understand that as a result of this release neither myself, nor anyone else on my behalf, including any friend or family member of mine, can sue anyone if I should be injured or killed, even if my injury or death is caused by someone's negligence. I have very carefully read this agreement, received satisfactory answers to all my questions, and fully understand the entire content of this document. No oral representations, statements or inducement apart from this written agreement have been made to me.

PARTICIPANT VOLUNTARILY SIGNS BELOW HAVING READ THIS ENTIRE DOCUMENT, AND AGREES UNCONDITIONALLY TO THE CONTENT OF THIS DOCUMENT AND WHAT IT MEANS TO THE PARTICIPANT:

Signature

Print name

Date

Signature of Parent or Guardian of minor

Print name of Parent or Guardian of minor

Date