



## CONFIRMATION AGREEMENT 2018

I, **(print name)** \_\_\_\_\_, acknowledge and agree to the following terms and conditions for participating in a Track Time LLC Track Day Event.

I have willfully registered to participate in this track day event. I understand the inherent risks of motorcycle riding and agree to comply with all of the rules and regulations, as specified by Track Time LLC and the track officials, which are intended to promote the safety of all event participants.

I agree to participate at my own risk and I will hold Track Time LLC, Alan Schwen, JD Bucklin and their families, representatives, participants, and any affiliated sponsors and/or supporters harmless for injury, death and or any damages that may result from participating in this activity.

I understand that falls, crashes, and/or accidents when loading and unloading motorcycles and other equipment, collisions on the track, track entrance and exit areas, in the pit area, and in parking lots, whether involving stationary objects, moveable objects, debris, fluids, or other riders, spectators, or participants are all entirely common occurrences and I MUST KEEP DELIBERATE AND CONSCIOUS CONTROL OF MY PERSON, MY MOTORCYCLE(S) AND ANY VEHICLE(S) AND TOOL(S) I OPERATE AT ALL TIMES BOTH ON AND OFF THE TRACK. I warrant that my motorcycle riding experience and ability to operate and control a motorcycle is adequate to participate in this event and I am solely responsible for this decision.

I attest that I have inspected the mechanical condition of my motorcycle to be used at the event and deem it to be safe, free of any fluid leaks and mechanically sound.

I understand that Track Time LLC does not guarantee the safety of any participant, nor does Track Time LLC assume responsibility for the actions of any participant during the event, including, but not limited to, collisions with other participants, accidents, crashes, or damages to one participant's property caused by another participant.

I understand that Track Time LLC does not provide medical insurance. I agree to provide my own medical insurance. I understand that Track Time LLC opts to have on-sight EMS services at the track and I give permission for said EMS providers to administer necessary first aid and/or transportation to a medical facility at my own expense.

Participants must be alert to all risks, hazards, and dangers including, but not limited to, variations in terrain, and track conditions whether natural or as a deliberate result of the track design, temporary or permanent objects on and surrounding the track and pit areas, and weather conditions including but not limited to rain or temperature extremes. Track Time LLC events may operate regardless of weather. Participants are not required to participate in any fashion, under any weather conditions whatsoever. When, and/or whether to participate, is left entirely to the judgement of each individual participant.

I agree to allow Track Time LLC to use my likeness in advertising or marketing material.

**I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE STATED TERMS AND CONDITIONS.**

**Participant's Printed Name:** \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



AGREEMENT AND RELEASE OF LIABILITY

This document contains a release of all claims for property damage, personal injury and/or death. Please read and consider it carefully before initialing and signing below.

I HEREBY ACKNOWLEDGE AND AGREE: I have requested to participate in a private motorcycle event organized by Track Time LLC. **Please Initial here ( )**

I AM FULLY AWARE THAT MOTORCYCLE RIDING IS A DANGEROUS ACTIVITY INVOLVING RISK OF SERIOUS INJURY UP TO AND INCLUDING DEATH, AND I AM VOLUNTARILY PARTICIPATING IN TRACK TIME LLC'S EVENT ACTIVITIES WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF PROPERTY DAMAGE, PERSONAL INJURY AND DEATH. **Please Initial here ( )**

IN CONSIDERATION of being allowed to participate in the event and use the event/track facilities, I hereby agree to assume all risks permitted by law and I agree for myself and on my behalf of my heirs, guardians, and legal and personal representatives or assigns to make no claim, sue, or otherwise prosecute Track Time LLC, Alan Schwen, JD Bucklin, or their families, representatives, participants, or any affiliated sponsors, supporters, organizations, employees, agents, officers, directors, owners, successors, or assigns for any injury, damages, or death resulting from negligence or any other cause, upon or as a result of my participation in the Track Time LLC event or events. Further I hereby release and forever discharge Track Time LLC, Alan Schwen, JD Bucklin and their families, representatives, participants, and any affiliated sponsors, supporters, organizations, employees, agents, officers, directors, owners, successors, and assigns from all liability, actions, claims, and demands for myself and on behalf of my heirs, guardians, and legal and personal representatives, and assigns, that may hereafter exist for any injury, property damage or death whether from negligence or howsoever caused or resulting in any manner upon or from my participation in the Track Time LLC event/events. I further agree this Agreement and Release of Liability is intended to be as broad and inclusive as is permitted by law and that if any portion is held invalid, the balance shall continue in full legal force and effect. **Please Initial here ( )**

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS DOCUMENT IS A COVENANT NOT TO SUE AND RELEASE LIABILITY REGARDLESS OF NEGLIGENCE OR FAULT, AND IS A CONTRACT BETWEEN MYSELF AND TRACK TIME LLC FOR THE BENEFIT OF ALAN SCHWEN, JD BUCKLIN, AND ANY AFFILIATED ORGANIZATIONS, PARTICIPANTS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS IN WHICH I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND I ACKNOWLEDGE VOLUNTARILY SIGNING IT.

**Participant's Name:** \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Emergency Contact Name:** \_\_\_\_\_

**Emergency Contact Phone Number:** \_\_\_\_\_