



Autocross Car-Control Experience Preparation Instructions

Hello & Welcome Awesome Drivers!!!!

Get ready for an once-in-a-lifetime driving experience! Our Ferrari and Lamborghini Autocross Car-Control Experience is a 90-minute group-based experience that provides education-based, non-competitive, car control instruction on driving an exotic supercar. You'll drive 3 laps around our car-control autocross course in a Ferrari 360 Modena, Ferrari F430 or Lamborghini Gallardo, and the opportunity to meet fellow supercar enthusiasts. At the end, you'll feel the responsiveness and distinction of these dragons and you'll develop a new bond between your new driving teammates. Leave your caffeinated beverage at home - adrenaline comes free of charge!

Why are we putting on this autocross car-control experience? **Autocross is not the same as Road Course or Oval Racing.** As such, our company, The Motorsport Lab, is helping promote the motorsport of autocross car-control experiences in your local area. Why?! Your local Autocross Car-Control Club is focused on creating a fun and cost effective alternative to Road Course or Oval. Plus, it's a safe driving course that's focused on low-speed and high corners outlined with chalk and cones and only one car is permitted on the course at one time. Household racing names proven themselves first on Autocross Car-Control Course before moving up to the big Leagues in motorsports! To learn more about Autocross Car-Control Experiences, please view these links:

<http://bitly.com/whatisautocross>

<http://bitly.com/motorsportlab>

The Motorsport Lab has created a simple, easy and secure driving experience verification process. Below are the simple steps to prepare for your Ferrari or Lamborghini Autocross Car-Control Experience.

- 1) Please Review and **COMPLETELY FILL OUT** the Participation Form or Ride A-Long Form **BEFORE ARRIVING** and bring them to your appointment.
- 2) **CHECK IN 30-45 MINUTES BEFORE YOUR SCHEDULED TIME. YOUR SCHEDULED TIME IS THE LOCAL TIME - WE KNOW IT SAYS Eastern Daylight Savings, PLEASE DISREGARD AS IT WILL BE (Pacific time, Central time, Mountain Time or Eastern time according to your time zone). FAILURE TO CHECK IN ON TIME CAN POTENTIALLY RESULT IN MISSING THE TRAINING TIME, WHICH MEANS YOU WILL NOT BE ALLOWED TO PARTICIPATE.**
 - a. Bring your U.S.-issued Driver's License, valid and unexpired U.S. Auto Insurance Policy (must have your name on Insurance Policy and must match your Driver's License) and Credit Card (**NO** Debit Cards) so we can verify your credentials. If you don't have a Major Credit Card or Auto Insurance, you must purchase ALL our limited liability waivers to participate.
 - b. We do not promise or guarantee that your insurance will cover you, cover any damage to the vehicle, and/or cover any injured third persons. We recommend that you contact your Auto Insurance Carrier and inform them of your upcoming experience as to be informed of your insurance options.
 - c. **PLEASE WEAR CLOSED TOE SHOES! NO SANDALS or SLIPS ONs – THEY ARE NOT SAFE FOR DRIVING.**
- 3) After your Experience, barring no incidentals, your credit card authorization will be returned to you or destroyed. Our Experiences are full-service, accompanied by our driving instruction sherpas, to educate you about the Supercar and autocross car-control courses. They are compensated by gratuity, so please be courteous and tip on the full amount of the experience. If you feel that their service does not merit a gratuity, please do not leave one. The suggested gratuity for our sherpas is below. You can include gratuity on your credit card or in cash. Thank you for supporting and rewarding our knowledgeable sherpas.
 - a. Autocross Car-Control
 - i. (3 laps) 25% of \$549 (original price) = \$137.25 or (6 Laps) 25% of \$1098 (original price) = \$272.25

- ii. (3 laps) 20% of \$549 (original price) = \$109.80 or (6 Laps) 20% of \$1098 (original price) = \$219.60
- iii. (3 laps) 18% of \$549 (original price) = \$98.82 or (6 Laps) 18% of \$1098 (original price) = \$197.64

- 4) Cancellation, Reschedules and No Shows You have 24 hours after you originally scheduled your experience (appointment) to reschedule to another date or cancel for a full refund, at no charge. Thereafter, no refunds will be issued. If you reschedule: (i) at least 7 days before your appointment= \$50 change fee; (ii) within 7 days of your appointment= \$99 change fee; (iii) If you reschedule more than once, the above-mentioned fees will be charged for each rescheduling. Weather cancellations – Our events are held rain or shine. However, if our facility decides to close due to severe weather we will cancel appointments and arrange to reschedule. Service cancellation – If we need to cancel/reschedule due to unexpected service/maintenance issues that could cause unsafe driving conditions, we will contact you and you would seek a refund from the company that you purchased the voucher from.
- 5) Applying a Promotional Credit Voucher (Example – Groupon) If you have a promotional credit voucher, please ensure it is still valid and bring the actual paper voucher so we can apply its value to the bill. If you do not have your voucher, you will be charged the voucher deal amount in order to participate. There will be no exceptions, as we have no way of verifying your original purchase. In the event that you reschedule your experience, the fees mentioned above in paragraph 4 shall apply. In the event that you cancel or are a no-show, you will not be issued refunds and must comply with specific terms and conditions including in the voucher. If your appointment is cancelled due to weather or service issues, you may reschedule if we offer that option, or cancel with us and seek a refund from the company that you purchased the voucher from.
- 6) In the event that you cancel with us after purchasing our rescheduling insurance you will not be refunded that fee. Furthermore, if you accept any credit card charges through ZOZI and do not apply your voucher you will be refunded for that however it will be less the \$15 for their booking fee and less 1.99% for the credit card processing fee. Essentially this means, **BE CAREFUL!! ENTER YOUR VOUCHER INFORMATION AND HIT “APPLY” TO NOT BE ASKED FOR CREDIT CARD INFORMATION**. Once you hit “Apply” you will see that the balance zeros out.

If you have any questions, feel free to contact us at: 617-383-7655 or hello@motorsportlab.com.

Thanks! – The Motorsport Lab Team



Our Locations

- 1) Arizona
 - a. Phoenix- The Desert Sky Mall is located at 7611 W Thomas Rd Phoenix, AZ 85033 and our autocross car-control experience is in the Burlington Coat Factory parking lot
- 2) California
 - a. San Francisco- The Great Mall is located at 447 Great Mall Dr. Milpitas, CA 95035 and our autocross car-control experience is in the Dave & Buster's parking lot
 - b. Los Angeles- The Westminster Mall is located at 1025 Westminster Mall, Westminster, CA 92683 and our autocross car-control experience is in the JC Penny and Macy's parking lot
 - c. San Diego- The Chula Vista Mall Center is located at 555 Broadway #1019 Chula Vista, CA 91910 and our autocross car-control experience is in the west parking deck between JC Penny and The Burlington Coat Factory
- 3) Florida
 - a. Orlando- Seminole Towne Center / Macy's Overflow Lot is located at 200 Towne Center Cir Sanford, FL 32771 and our autocross car-control experience is in the Macy's Overflow Lot
 - b. Tampa (Autocross Car-Control & Speed and Shoot)- Tampa Greyhound Park, West Lot @ 8300 N Nebraska Ave Tampa, FL 33604 and our autocross car-control experience is located in the parking lot off of N Lamar Ave
- 4) Georgia
 - a. Savannah- Westin Savannah Harbor Resort is located at 1 Resort Dr. Savannah, GA 31421 and our autocross car-control experience is in the Paddock & Pit section of the Grand Prize of America Track that Westin manages and operates.
- 5) North Carolina
 - a. Raleigh- NC State Fairgrounds is located at 1025 Blue Ridge Blvd. Raleigh, North Carolina 27607 and our autocross car-control experience is in the Parking Lot at the corner of Trinity and Blue Ridge.
- 6) South Carolina
 - a. Charleston- Citadel Mall is located at 2070 Sam Rittenberg Blvd Charleston, SC 29407 and our autocross car-control experience is going to be located between JC Penny and Sears so please park in that area.
- 7) North Carolina
 - a. Charlotte- The SouthPark Mall is located at 4400 Sharon Road Charlotte, NC 28211 and our autocross car-control experience is located in the Dick's parking lot
- 8) Texas
 - a. Austin- Barton Creek Mall is located at 2901 S Capital of Texas Hwy Austin, TX 78746 and our autocross car-control experience is located in the parking lot next between Sears and Dillard's
 - b. San Antonio- Rolling Oaks Mall is located at 6909 N Loop 1604 E San Antonio, TX 78247 and our autocross car-control experience is located in the JC Penny parking lot
 - c. Dallas (Autocross Car-Control & Speed and Shoot)- Fair Parks is located at 3809 Grand Ave Dallas, TX 75210 and our autocross car-control experience is TBD
 - d. Houston (Autocross Car-Control & Speed and Shoot)- Gulf Greyhound Park is located at 1000 FM 2004 La Marque, TX 77568 and our autocross car-control experience is TBD
 - e. Fort Worth- Ridgmar Mall is located at 1888 Green Oaks Rd Fort Worth, TX 76116 and our autocross car-control experience is TBD



Experience Customer Profile

1. Driver's Information:

Last Name: _____ First Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Date of Birth: _____ Mobile Telephone: _____

eMail address: _____ Gift Certificate Number (if Applicable): _____

2. Service/Product Options – Please Check Desired Experience and Products on the Left Column

	Service (tax not included)	COST
	3-Laps Ferrari or Lamborghini Autocross Car-Control Experience (F1-Auto-Trans)	\$549
	6-Laps Ferrari or Lamborghini Autocross Car-Control Experience (F1-Auto-Trans)	\$1098
	Add-Ons (tax not included)	
	1080HD Video Recording of Experience (Internet Download)	\$30
	Use your own Video Camera for Recording of Experience	\$29
	Motorsport Lab Baseball Hats	\$30
	Motorsport Lab (MSL) Official Driving Shirt	\$30 (S-XL) & \$35 (XXL)
	3 Extra Laps (for driver, instructor-lap and/or a child ride-a-long)	\$99
	2 Extra Laps (for driver, instructor-lap and/or a child ride-a-long)	\$80
	1 Extra Lap (for driver, instructor-lap and/or a child ride-a-long)	\$50
	3 Laps In Your Car (Time Permitting)	\$30
	Lap Splitting between Ferrari and Lamborghini	\$50
	Lap Splitting for an instructor lap with spouse/child/friend	\$50
	Convert/Upgrade to Ferrari F430 from Ferrari 360 or Lamborghini Gallardo	\$30 for each 3-Laps
	Customary Gratuity (tax not included)	COST
	Autocross Car-Control Experience- (3 Laps) Customary 25% Gratuity for Driver @ \$549	\$137.25
	Autocross Car-Control Experience- (3 Laps) Customary 20% Gratuity for Driver @ \$549	\$109.80
	Autocross Car-Control Experience- (3 Laps) Customary 18% Gratuity for Driver @ \$549	\$98.92
	Autocross Car-Control Experience- (6 Laps) Customary 25% Gratuity for Driver @ \$1098	\$272.25
	Autocross Car-Control Experience- (6 Laps) Customary 20% Gratuity for Driver @ \$1098	\$219.60
	Autocross Car-Control Experience- (6 Laps) Customary 18% Gratuity for Driver @ \$1098	\$197.64
	Speed and Shoot - (3 Laps) Customary 25% Gratuity for Driver @ \$1098	\$187.25
	Speed and Shoot - (3 Laps) Customary 20% Gratuity for Driver @ \$1098	\$149.80
	Speed and Shoot - (3 Laps) Customary 18% Gratuity for Driver @ \$1098	\$134.82



The Motorsport Lab Participant Agreement

Experience Selected (Circle)

Autocross Car-Control

Corporate Event

Vehicle Selected (Circle)::

Ferrari 360

Ferrari F430

Lamborghini Gallardo

Start Date / Time :: _____

Location :: _____

This Agreement is made by and between::

Motorsport Lab, Inc.
PO Box 57033
Babson Park, MA 02457
("Motorsport")

and

("Participant")

This Participation Agreement and the Assumption of Risk, Waiver of Liability, Conditions of Participation, and Hold Harmless Agreement are hereby integrated and together referred to herein as the "Agreement." The Agreement has been executed by the parties in order to allow for Participant's Experience of a Supercar provided by Motorsport. In consideration of being permitted to drive, observe, work for or participate in any way in the Experience(s), Motorsport and Participant each agree to the following:

1.0 Definitions

- i. "Event" is the location and time where the Experience is held.
- ii. "Experience" is the Supercar driving experience that Participant engages in at an Event.
- iii. "Motorsport" shall include the Motorsport Lab, Inc., its officers, executives, directors, shareholders, employees, agents, and volunteers.
- iv. "Restricted Area" means any area used during an Experience that requires special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited.
- v. "Supercar" means vehicles owned or controlled by Motorsport and used in the Experience(s).
- vi. "Ride-A-Long" means that you would ride with the instructor driving, NOT a parent, friend or guardian as there are only two seats and the instructor is required to be in the car at all times.

2.0 CODE OF CONDUCT and Representations of the Participant

- i. You will operate the Supercar within the RPM limits described in Paragraph 3.
- ii. You will abide by all rules of the road, rules of the venue, and rules of Motorsport.
- iii. You understand that only you and Motorsport staff are permitted to operate the Supercar.
- iv. You understand that you may not operate the Supercar without the instructor present.
- v. You agree to listen to and obey the Motorsport instructor at all times.
- vi. You acknowledge and agree that Motorsport may end the Experience, prohibit you from driving, and/or require that you exit the Supercar at any time during the Event.
- vii. You agree not to abandon, leave unattended or operate the Supercar without instruction to do so.
- viii. You acknowledge and agree that you shall be responsible for incidental fees as described in paragraph 3 of this Agreement, resulting from your failure to abide by this Code of Conduct.

- ix. You understand and agree that the incidental fees that may be charged hereunder are reasonable and fair as compensation for the wear and tear or damage caused to the Supercar as a result of your failure to abide by this Code of Conduct.
- x. You authorize Motorsport to charge your credit card for any incidental fees resulting from your Experience.
- xi. You must report all accidents or incidents of theft and/or vandalism to Motorsport and the police as soon as discovered.
- xii. You understand and agree that any relevant insurance policies Motorsport may hold may be rendered void if you violate the terms of this Agreement and/or if you fail to cooperate in any loss investigation conducted by Motorsport or its insurer and you agree to be liable for any damages to Motorsport or the Supercar not covered by Motorsport's insurance.

3.0 Participant's Liabilities, Insurance, Liability Reduction

You are liable for:

3.1 Participant shall be liable for all applicable federal, state, or municipal taxes that may arise in connection with the Experience and this Agreement.

3.2 Participant shall be liable for any and all fees or penalties associated traffic violations, speeding tickets, private track violations, and/or violations of this Agreement during the Event and Experience.

3.3 The Experience identified on the first page of this Agreement allows you to operate the Supercar within the RPM limits specified below. Should you exceed these stated limits for *any* reason, you acknowledge and understand you will **automatically become liable to pay** the incidental fees indicated on Schedule A.

RPM Limitations and Fees

Supercar Model	Experience Rate	Allowed RPM Range	Tier 1 RPM Range	Tier 1 Upgrade Fee	Tier 2 RPM Range	Tier 2 Upgrade Fee
Ferrari 360 Modena	\$549	0 – 6,500	6,501 – 8,000	\$ 1,000	> 8,000	\$1,500
Lamborghini Gallardo	\$549	0 – 6,500	6,501 – 8,000	\$ 1,000	> 8,000	\$1,500
Ferrari F430	\$549	0 – 6,500	6,501 – 8,000	\$ 1,000	> 8,000	\$1,500

_____ Your initials here signify your understanding and agreement of these allowable ranges and the additional costs associated with exceeding the RPM levels indicated, and that you're aware of the ability to limit your liability for some or all of these Upgrade Fees by purchasing limited waivers specified on Schedule A.

3.4 Participant is responsible for all loss and damage to the Supercar provided to you for your Experience, including loss by theft. This responsibility is absolute regardless of fault, and includes, but is not limited to, the cost of repairs to or replacement of the Supercar, loss of use of the Supercar, and administration and reasonable legal fees related to the accident, loss, theft, or damage to the Supercar. Participant acknowledges that physical

3.5 Damages to the Supercar are not always immediately apparent. Motorsport reserves the right to re-inspect vehicles within 24 hours. Participant will be informed of and held liable for any damage discovered during that time.

3.6 As determining the costs associated with loss of use can be difficult, Participant agrees these damages shall be calculated by multiplying the Experience daily rate of \$9,000 by the number of days that elapse from the date the Supercar is lost or damaged until the date it is completely repaired or replaced. Participant further acknowledges and understands this method of calculation represents a reasonable estimate of actual damages and is not a penalty.

- (a) As administration costs associated with any damage or loss to the car are difficult to track and calculate, the parties agree to a one-time payment of \$1,000 as liquidated damages.

3.6 In the event of an accident or loss, for which Participant is liable, you authorize us to take the following actions:

- (a) The Motorsport Lab will charge your credit card \$7,500 as advance payment of the cost of all damages (cost of repairs, loss of use and administrative fees). In the event that \$7,500 exceeds your limit on the credit card provided, you agree to provide an additional credit card or to provide payment immediately upon notice.
- (b) Within forty-five (45) days of the date of loss, The Motorsport Lab will invoice you for additional damages above and beyond the amount collected in (a) above. Unless The Motorsport Lab, in its sole discretion, elects to defer immediate repayment, you agree to pay these additional damages within ten (10) business days. You also agree any unpaid balances beyond this date shall accrue interest at a rate of 18% per year, and will pay all of The Motorsport Lab's reasonable costs to collect any amounts due, including attorney fees.
- (c) If you have insurance that will pay in whole or in part of our losses, or if The Motorsport Lab recovers all or part of its damages from responsible third parties or their insurers, The Motorsport Lab will reimburse you for any difference between the sums collected from The Motorsport Lab and these parties less The Motorsport Lab's total damages. Payments received through The Motorsport Lab's insurers (if any) shall not be included in this calculation if the damage caused to the Supercar was due to your fault, willful acts, or negligence.

Your Insurance:

3.7 You are responsible for all injury, damage and loss you cause to others. You agree to provide primary auto liability, collision and comprehensive insurance covering you, your operation of third party vehicles, and injured third persons. ***We do not promise or guarantee that your insurance will cover you, damage to The Motorsport Lab, the Supercar or injured third persons.*** The Motorsport Lab may have its own insurance policies; however, you agree that our insurance shall be secondary to your own insurance and any other valid and collectible insurance (whether that insurance is primary, secondary, excess or contingent). In the event that your actions result in The Motorsport Lab's insurance policies being null and void, you agree to be personally liable for any and all damages to The Motorsport Lab or the Supercar.

3.8 **Optional Damage Waivers.** Participant has the option of limiting their liability for some damages by purchasing one or more liability waivers specified on Schedule A. These liability waivers are for accidents. ny intentional acts of abuse of vehicles will cancel/forfeit the ability to use purchased damage waivers. The in-car driving instructor will have final authority on determining accidents or intentional acts of abuse.

4.0 General Provisions. Neither party may assign or otherwise transfer this agreement without written consent of the other party. Any amendments to this agreement must be written and signed by both parties. No delay or omission by The Motorsport Lab in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by The Motorsport Lab on any one occasion is effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion. This agreement shall constitute the entire agreement between the parties and shall supersede all prior negotiations or agreement, verbal or written. When required by the context, whenever the singular number is used in this Agreement the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Similarly, the headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any of its provisions.

5.0 Disputes. In the event a dispute arises between Participant and The Motorsport Lab, the parties agree to resolve such dispute through good faith and confidential discussions. If discussions do not result in a resolution, the parties shall pursue any claims in a court of competent jurisdiction in Massachusetts. When a decision is rendered, judgment on that decision may be entered in any Massachusetts court having jurisdiction. The party obtaining judgment shall be entitled to an award of reasonable fees (including attorney fees) and expenses incurred in obtaining the judgment and any judicial enforcement thereof.

6.0 Refunds. All sales of products and experiences are final and cannot be refunded. If you purchased a video of your experience and the recording did not come out, we will happily refund you the cost of the video. Due to expensive cost to maintain and operate our vehicles, there will be no re-records allowed. However, we will offer you a 3-Lap Autocross Experience of our Ferrari 360/F430 or Lamborghini Gallardo for \$100 with a free video included.

_____ Your initials here signify your understanding and agreement of our refund policy.

The Parties agree to waive their right to a trial by jury on any disputes or claims arising out of this Agreement.

I FREELY AND VOLUNTARILY SIGN THIS AGREEMENT, AND AM NOT RELYING UPON ANY INDUCEMENT, ASSURANCE OR GUARANTEE MADE BY MOTORSPORT OR ANY OTHER PARTY.

Participant

Date

Witness

Date

SCHEDULE A: OPTIONAL LIABILITY WAIVERS

Participants may elect to purchase one or more of the following **NON-REFUNDABLE** (Initial) limited liability waivers for a number of common risks associated with their Experience. Please decline or accept with your initials.

Tires and Wheel Rims:: one of the most common risks to the Supercar during an event involves physical damage to tires and rims. In consideration for your paying the additional fee specified below, we agree to waive your liability for physical damage caused to any tire and / or rim during your Experience.

I accept (waiver fee of \$20 applies) I decline

Bumper Damage: one of the most common risks to the Supercar during an event involves cracking the front and rear bumpers. In consideration for your paying the additional fee specified below, we agree to waive your liability for damaging the front and rear bumpers during your Experience.

I accept (waiver fee of \$30 applies) I decline

Scratch & Scuff: one of the most common risks to the Supercar during an event involves scratching and/or scuffing the sides of the car. In consideration for your paying the additional fee specified below, we agree to waive your liability for any scratches and scuffs during your Experience.

I accept (waiver fee of \$20 applies) I decline

Clutch Damage:: one of the most common risks to the facility during an event involves damaging the clutch. In consideration for your paying the additional fee specified below, we agree to waive your liability for damage caused to the clutch during your Experience.

I accept (waiver fee of \$30 applies) I decline

Limited Loss of Use: in consideration for your paying the additional fee specified below, we agree to waive your liability for that portion of our Loss of Use associated with the repair of the Supercar.

I accept (waiver fee of \$20 applies) I decline

Limited Administrative Costs: in consideration for your paying the additional fee specified below, we agree to waive your liability for the \$1000 Administrative Costs associated with the repair of the Supercar.

I accept (waiver fee of \$20 applies) I decline

Tier 1 Automatic Upgrade:: in consideration for your paying the additional fee specified below, we agree to waive any Tier 1 automatic upgrade triggered during your Experience.

I accept (waiver fee of \$20 applies) I decline

Tier 1 and Tier 2 Automatic Upgrades:: in consideration for your paying the additional fee specified below, we agree to waive any Tier and Tier 2 automatic upgrade triggered during your Experience.

I accept (waiver fee of \$50 applies) I decline

Participant

Date



**ASSUMPTION OF RISK, WAIVER OF LIABILITY,
CONDITIONS OF PARTICIPATION, AND HOLD HARMLESS AGREEMENT.**
"Release"

This document affects your legal rights. You must read and thoroughly understand it before you sign it.

By purchasing tickets for and participating in the Experience and Event(s) ("Events") offered by The Motorsport Lab, Inc. (the "Motorsport"), and in consideration for my being allowed to participate in the Events, the receipt and sufficiency of which is hereby acknowledged, I, (individually and collectively referred to below in the first person singular) freely agree to be bound by each of the following provisions of this waiver, release of liability, indemnification, consent to medical attention and grant of rights ("Waiver") :

1. Voluntary Participation. I understand and confirm that my participation in the Events is voluntary. I am in good health and suffer from no physical or mental condition that would make me especially susceptible to injury or disability while participating in the Events or that would endanger other participants. I represent and warrant that I have previously driven vehicles of the same or similar type as the vehicle being provided for the Events, and/or I know of no reason why I would be incapable of operating the vehicle safely and competently.
2. Comprehension of Risk. I fully comprehend and accept all of the risks, whether of whether they are inherent, associated with my participation in the Events including, without limitation, injury or death resulting from vehicle accidents, traffic accidents, exposure to unfavorable weather conditions, track, sidewalk or roadway impairments, third-party venues, and injuries arising from self-inflicted accidents or mishaps, other participants, motor vehicles, and pedestrians. I understand that the Events take place in public or private venues under conditions largely beyond Motorsport's control and that situations may arise during the Events which may be beyond the control of the organizers and staff. I understand the purpose of the Events is strictly recreational and it is not the function of Motorsport to serve as guardian(s) of my safety.
- I agree to listen to and follow the directions of the Motorsport Staff at Events, and I understand that failure to do so may increase the risk of injury to myself and to those around me, and negatively impact the overall operations of the Events. I agree that I will use good judgment, be self-reliant and stop to request assistance if I am unsure of my ability to complete any segment of the event safely. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately inform Motorsport.
3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Events. I accept personal responsibility for any liability, injury, loss, death or damage in any way connected with my participation in the Events.
- 4. I understand that the vehicle I will be provided for the Events is known as a Supercar, which is an atypical and special class of vehicles. Motorsport may teach me about the operation and driving of such vehicle during the Events. I understand and acknowledge that anything I learn with regards to such Supercar cannot and will not be used by me in any vehicle other than the one provided to me at the Events and will not be taught by me to any other person.**

5. Release of Liability; Limitation of Damages. I hereby forever and unconditionally release Motorsport and its affiliated entities, parent companies, subsidiaries, present and former employees, owners,

officers, members, managers, partners, contractors, insurers, shareholders, and directors (collectively "Released Entities"), from any and all claims, actions, damages, liabilities, losses, costs, and expenses (including, without limitation, attorney's fees) for death, injury, loss or damage of property, (collectively "Claims") in any way arising out of my participation in the Events, including, without limitation, any and all Claims resulting from the negligence of the Released Entities. The Motorsport Lab's liability to me will be limited to actual damages arising from Released Entities' gross negligence or willful misconduct in the performance of their duties and responsibilities hereunder; provided, however, under no circumstance shall my damages in connection with my participation in the Events be greater than \$500. Recovery of such amount shall be my sole and exclusive remedy. All liability arising out of my participation in the Events is cumulative and not per incident. In no event shall Motorsport be liable for any special, incidental, punitive, or consequential damages or other indirect damages, even if Motorsport has been informed of the possibility thereof.

6. Indemnification. I agree to defend and indemnify the Released Entities from any and all Claims as incurred of any kind whatsoever in any way arising out of my participation in the Events, including but not limited to any damages, claims or causes of action of Motorsport and/or third parties resulting from my conduct.

7. Binding Effect. This Waiver shall be binding upon my next of kin, personal representatives, heirs, beneficiaries, and assigns and shall inure to the benefit of The Motorsport Lab, its successors and assigns. I, the undersigned, for myself, my heirs, representatives, assigns, and next of kin, hereby release, discharge, and covenant not to sue The Motorsport Lab, its managers, employees, vendors, or affiliates from any and all claims, demands, suits, loss, and causes of action.

8. Consent to Medical Treatment. I authorize The Motorsport Lab to provide to me, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon The Motorsport Lab to provide such assistance, transportation, or services.

9. Severability. If any provision of this Waiver or the Participation Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected. The invalid or unenforceable provision will be deemed modified to the extent necessary to render it valid and enforceable, and if no modification may render it valid and enforceable, this Waiver will be construed as if not containing such provision and the rights and obligations of the parties will be construed and enforced accordingly.

10. Governing Law and Venue. This Waiver and the Participation Agreement shall be governed in all respects by the laws of the Commonwealth of Massachusetts without regard to conflict of law principles. Venue shall be in with a court of competent jurisdiction located within Massachusetts and I hereby agree and acknowledge that I am personally subject to jurisdiction in Massachusetts.

11. Promotional Release. I hereby grant to The Motorsport Lab the unrestricted right and permission to copyright and use photographic portraits, pictures, video footage and/or audio recordings of my participation in the Events, in which I may be included intact or in part, including the negatives, prints, transparencies or digital information relevant to such portraits (the "Material"). The Motorsport Lab has the right to reproduce, exhibit, distribute, broadcast, digitize, edit, or otherwise use the Material, by any method and in any media, whether now existing or later created, without restriction throughout the world, by incorporating the Material into its website, publications, catalogues, brochures, books, magazines, or commercial, informational, educational, advertising, or promotional materials relating thereto (collectively, the "Works"). I agree that The Motorsport

Lab is and shall be the exclusive owner of all right, title, and interest, including copyright, in the Material and the Works. I further grant to The Motorsport Lab an irrevocable, royalty-free, worldwide license to use my name, age, and hometown in connection with the Material and the Works.

THIS IS A WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS ENTIRE DOCUMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO ITS PROVISIONS AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I agree that by continuing to participate in the Events, I am indicating my voluntary agreement to the provisions of this Waiver and the Participation Agreement. I agree that no oral statements or representations, apart from the language of the above agreement, have been made.

Participant's Name _____

Street Address _____

City _____ State _____ ZIP _____ Phone _____

Signature _____ Date: _____

Guardian's Name (if required) _____

Guardian's Signature (if required) _____



Credit Card Incidental Form

1. What are incidentals that each driver needs to cover?

- Applicable legal taxes where applicable on full-value of experience, if you are using a promotional credit (ex. Groupon) or a gift certificate.
- Violations such as private track violations, public road speeding tickets, and contract violations during your experience.
- Accidents, collision and any damage to the car while driving and loss of use during repair. We do not expect any issues and trust our drivers, yet we need to protect ourselves and our customers from negligent drivers.

2. Credit Card Information (**NO DEBIT CARDS**)

Name (as it appears on credit card):

Billing Address: (Street, City, Zip)

Credit Card Number:

Expiration Date:

CVV/CID (Security Code):

3. Authorization

I, _____ hereby authorize The Motorsport Lab, Inc. to use the provided credit card for the cost of the Experience, selected add-ons and liability waivers, gratuities, any applicable taxes, fees and penalties associated with traffic violations, driver-related negligent damages, contract violations, and automatic upgrades.

Driver Name Printed

Signature

Date

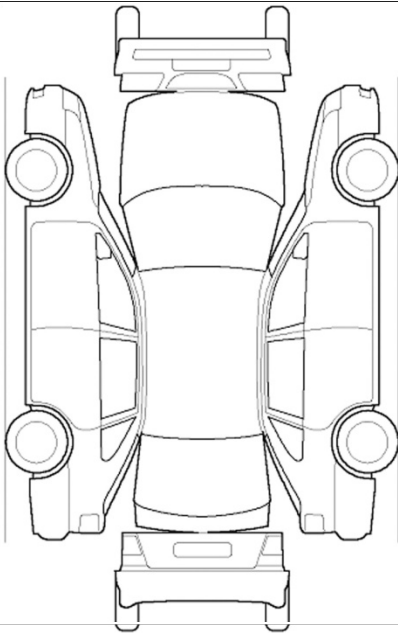


Damage Form – Ferrari _____ or Lambo _____

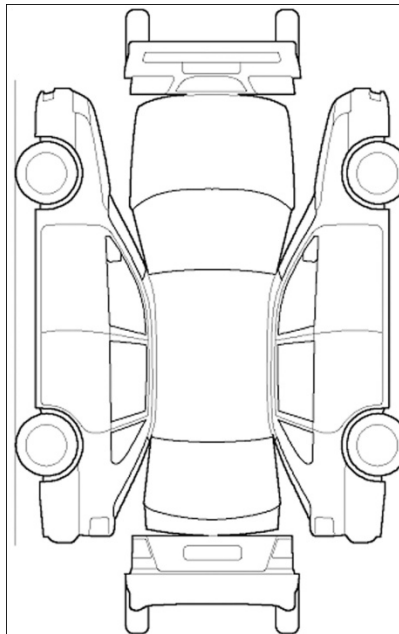
Driver's Full Name (Print): _____

Date & Time: _____

Car Out



Car In



Miles In (Print):

Damage Description – Out - Please Mark (Print):

Miles Out (Print):

Damage Description – In - Please Mark (Print):

I accept that the vehicle is in the condition indicated on the form.

Driver' _____

Print Name _____

Inspected By _____

The car has been returned and checked. I agree that the damage on the car is stated and accept the vehicle in the condition returned on the form.

Driver _____

Print Name _____

Inspected By _____

Re-Inspected By (24 Hours Later) _____