

**ACKNOWLEDGEMENT OF DANGER
AND
RELEASE FROM LIABILITY**

The Releasing Party expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and understand and acknowledge the significance of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

“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 MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

Thus notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of the Released Parties, the Releasing Party expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all Claims which the Releasing Party do not know or suspect to exist in their favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of such Claim(s).

My Name is _____, I am _____ years of age, and reside at
_____, _____, _____, _____
Address City State Zip

This document was presented to me by California Superbike School, Inc., for my scheduled date on _____, 20_____.
Month & Day

I KNOW THAT I MUST READ AND UNDERSTAND THIS BEFORE I SIGN IT, AND MY SIGNATURE ON THIS DOCUMENT MEANS THAT I HAVE READ IT AND DO UNDERSTAND IT.

I KNOW THAT MOTORCYCLE RIDING IS A DANGEROUS SPORT AND THAT PARTICIPATION IN THE ACTIVITIES

OF THE CALIFORNIA SUPERBIKE SCHOOL AT _____ WILL EXPOSE ME TO THE RISK OF SERIOUS INJURY OR DEATH. THIS POSSIBILITY OF INJURY OR DEATH BECAUSE OF MECHANICAL EQUIPMENT FAILURE, MY OWN ACTIONS WHILE RIDING, TRACK AND WEATHER CONDITIONS, THE ACTIONS OR FAILURES TO ACT OF OTHER PEOPLE, INCLUDING THE OTHER RIDERS ON THE TRACK WITH ME, OR ANY COMBINATION OF THESE OR OTHER FACTORS.

I recognize that I may be injured or killed as a result of my own or someone else's negligence, either active or passive or by an equipment failure of the sort which would permit suit against a manufacturer or supplier on a theory of strict (product) liability.

BY SIGNING THIS AGREEMENT I, _____, (THE "RELEASING PARTY") INTEND TO RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CALIFORNIA SUPERBIKE SCHOOL, INC., ALL OF ITS AGENTS, OFFICERS, EMPLOYEES, LANDOWNERS AND FACILITY OPERATORS, AND ALL OTHER PARTICIPANTS IN SCHOOL ACTIVITIES (COLLECTIVELY, THE RELEASED PARTIES) FROM ANY LIABILITY FOR ANY NEGLIGENCE WHICH RESULTS IN INJURY TO ME, WHETHER SUCH NEGLIGENCE IS ACTIVE OR PASSIVE. I ACCEPT AND USE ALL EQUIPMENT FURNISHED TO ME BY CALIFORNIA SUPERBIKE SCHOOL "AS IS", WITH ANY DEFECTS, WHETHER APPARENT OR NOT. I INTEND TO RELEASE CALIFORNIA SUPERBIKE SCHOOL AND ALL ITS EQUIPMENT SUPPLIERS (INCLUDED AMONG THE RELEASED PARTIES) FROM ANY STRICT OR PRODUCT LIABILITY FOR MY INJURY OR DEATH.

WHAT'S MORE BY SIGNING THIS AGREEMENT AND PARTICIPATING IN ACTIVITIES AS A STUDENT OF THE CALIFORNIA SUPERBIKE SCHOOL, INC. I ACKNOWLEDGE THAT I AM PREPARED TO TAKE MY CHANCES OF INJURY OR DEATH, AND TO ASSUME THE RISK THAT I MAY BE INJURED OR KILLED WHILE PARTICIPATING IN SCHOOL ACTIVITIES.

In California, a person is passively negligent when he merely fails to act under circumstances where he is required by law to do so; and on the other hand a person may be actively negligent either by doing some act or participating in some manner in some kind of conduct of omission which caused an injury (for example, a decision made by school staff not to place a flag man at a spot where a collision later occurs), or by failing to perform a precise duty which that person had agreed to perform.

A manufacturer or supplier of defective products may be held strictly liable for injury caused by the product even if such manufacturer or supplier is not negligent.

Because laws regarding negligence and liability are different from state to state, and country to country, I understand and agree that any legal action involving this release, or its effect, shall be governed by the laws of the State of California, regardless of the place of injury or death, or location or jurisdiction of any court in which such an action is brought.

I know that I must read and understand and sign this Contract before I may participate in any of the activities of the

California Superbike School, Inc., at _____, or elsewhere. I also know that if I do not wish to sign this agreement, and participate in school activities, that anytime up until one (1) working day prior to the actual school date, I am entitled to a full refund of any tuition of fees which I have paid, less, but not exceed, a \$50.00 processing charge for administration costs I have incurred and/or preparation of equipment for my use.

This document is signed freely and voluntarily on _____, 20_____.
(Today's date)

PARTICIPANT SIGNATURE

WITNESS SIGNATURE

TYPE OR PRINT PARTICIPANT NAME

TYPE OR PRINT WITNESS NAME