

# PINA MOTORSPORTS

## CONSENT, RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This Agreement must be read carefully and signed by the undersigned prior to entering and in consideration of being permitted to enter, or to placing and being permitted to place any property or vehicle, for any purpose, in or upon any Restricted Area, and prior to participating in any way, and in, consideration of being permitted to participate in any way, in observing any work or activity being conducted, or attending a class or driving a vehicle in or upon any Restricted Area. Restricted Areas are herein defined as the buildings and facilities of Pina Motorsports, 7405 S. 212<sup>th</sup> Street, Suite 123, Kent, WA 98032, owned or leased or otherwise used by Pina Groups, LLC, including but not limited to equipment and repair locations, offices, classrooms, shop bays, and all other areas, parking lots and areas of ingress and egress pertaining or appurtenant thereto.

EACH OF THE UNDERSIGNED, for himself/herself and any entity or person he/she represents, whether as an employee, agent, contractor, owner or otherwise, and his/her/its personal representatives, heirs, and successors in interest, expressly acknowledges, agrees, warrants and represents that:

1. He/she will immediately upon entering or coming in contact with any Restricted Area, and continuously thereafter, inspect such Restricted Area and all portions thereof into which he/she enters and with which he/she comes into contact. His/her entry upon such Restricted Area, and his/her participation, if any, in any related test, class, demonstration or observation, constitutes an acknowledgment that he/she has so inspected such Restricted Area and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use and the use of his/her property, including vehicles. If, at any time, he/she is in or about a Restricted Area and he/she feels anything to be unsafe, he/she will refuse to participate further in any test, class, demonstration, observation or other activity and will immediately advise the applicable employee/personnel of such perceived unsafe situation and will immediately leave the Restricted Area and not return.
2. He/she HEREBY RELEASES, WAIVES AND DISCHARGES ANY and ALL CLAIMS AGAINST, AND COVENANTS NOT TO SUE, (a) the owners and/or lessees of the Restricted Areas (b) Pina Motorsports and/or Pina Groups, LLC, (c) any vehicle owners, operators, drivers, participants, sponsors, advertisers or inspectors of or in the Restricted Areas, (d) insurers, underwriters, consultants, or other persons or entities who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the Restricted Areas or the tests, classes, or demonstrations or other activities therein, and (e) each of the above and all of their directors, officers, agents, contractors, employees, and affiliated entities and persons (collectively referred to herein as the "Releasees"), from and for any and all liability, loss or damage, and any claim or demands thereafter on account of injury to the undersigned, any entity or person he/she represents and his/her/its personal representatives, heirs, and successors in interest or to any property or person or living thing brought by or on behalf of the undersigned, or any entity or person he/she represents, in or upon any Restricted Area, whether such liability, loss or damage is caused by this action, omission, negligence, or gross negligence of the Releasees or otherwise.
3. He/she HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS, AND REIMBURSE, THE RELEASEES and each of them from and for any loss, liability, damages, or cost (including reasonable attorneys' fees) that the Releasees may incur due to the presence of the undersigned, or any person, property, or living thing brought by or on behalf of the undersigned, or any entity or person he/she represents, in or upon any Restricted Area, for example, damage to the equipment or facilities of the Releasees and the cost of cleanup for any lubricant spills, whether caused by the actions or inactions, including negligence and gross negligence, of any of the Releasees or otherwise.

