

MOTORCYCLE SKILLS TESTING WAIVER & INDEMNIFICATION

Participation in this test requires physical stamina, motor coordination, and mental alertness. The undersigned hereby attests that he/she has no known physical or mental limitations and has not used any form of alcohol, prescription, or non-prescription drugs that could impair his/her performance during this test. Participants under eighteen (18) years of age must have this form signed by a parent or guardian.

ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY

In consideration of ABATE of Indiana/SWT Corporation/Southeastern Career Center/ITR Concessions Co LLC/State of Indiana/Indiana Finance Authority/Marine Corps League/Coliseum Bingo/Inventrek Technology Park/City of Evansville, Dept of Parks & Recreation/International Union of Operating Engineers Local 150, 150A, 150B, 150C Building Corp./Thompson's Motorsports, including its owners, employees, officers and/or agents of ABATE of Indiana/SWT Corporation/Southeastern Career Center/ITR Concessions Co LLC/State of Indiana/Indiana Finance Authority/Marine Corps League/Coliseum Bingo/Inventrek Technology Park/City of Evansville, Dept of Parks & Recreation/International Union of Operating Engineers Local 150, 150A, 150B, 150C Building Corp./Thompson's Motorsports, furnishing services, equipment, and/or premises to enable me to participate in the RIDE SAFE INDIANA Motorcycle Skills Testing, I agree as follows:

I fully understand and acknowledge that: (a) there are dangers and risk of injury, damage, or death that exist in my use of motorcycles and motorcycle equipment and my participation in the Motorcycle Skills Testing activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, other ailments that could cause serious disability or death; (c) these risks and dangers may be caused by the negligence of ABATE of Indiana/SWT Corporation/Southeastern Career Center/ITR Concessions Co LLC/State of Indiana/Indiana Finance Authority/Marine Corps League/Coliseum Bingo/Inventrek Technology Park/City of Evansville, Dept of Parks & Recreation/International Union of Operating Engineers Local 150, 150A, 150B, 150C Building Corp./Thompson's Motorsports, the negligence of others; and may arise from foreseeable or unforeseeable causes; and (d) by participating in these activities and/or using the equipment, I, on behalf of myself, my personal representatives and my heirs, hereby assume all risks and all responsibility, and agree to release ABATE of Indiana/SWT Corporation/Southeastern Career Center/ITR Concessions Co LLC/State of Indiana/Indiana Finance Authority/Marine Corps League/Coliseum Bingo/Inventrek Technology Park/City of Evansville, Dept of Parks & Recreation/International Union of Operating Engineers Local 150, 150A, 150B, 150C Building Corp./Thompson's Motorsports for any injuries, losses and/or damages, including those caused solely or in part by the negligence of ABATE of Indiana/SWT Corporation/Southeastern Career Center/ITR Concessions Co LLC/State of Indiana/Indiana Finance Authority/Marine Corps League/Coliseum Bingo/Inventrek Technology Park/City of Evansville, Dept of Parks & Recreation/International Union of Operating Engineers Local 150, 150A, 150B, 150C Building Corp./Thompson's Motorsports, or any other person. If I have brought a motorcycle to use in the Motorcycle Skills Testing, I also agree that this release applies to any damage that occurs to it during the Motorcycle Skills Testing.

I agree and understand that, on behalf of myself, my personal representative, and my heirs, I am relinquishing any and all rights I now have or may have in the future to sue ABATE of Indiana/SWT Corporation/Southeastern Career Center/ITR Concessions Co LLC/State of Indiana/Indiana Finance Authority/Marine Corps League/Coliseum Bingo/Inventrek Technology Park/City of Evansville, Dept of Parks & Recreation/International Union of Operating Engineers Local 150, 150A, 150B, 150C Building Corp./Thompson's Motorsports for any and all injury, damage, or death I may suffer arising from motorcycle riding or its equipment, including claims based on ABATE of Indiana/SWT Corporation/Southeastern Career Center/ITR Concessions Co LLC/State of Indiana/Indiana Finance Authority/Marine Corps League/Coliseum Bingo/Inventrek Technology Park/City of Evansville, Dept of Parks & Recreation/International Union of Operating Engineers Local 150, 150A, 150B, 150C Building Corp./Thompson's Motorsports' negligence.

I have read this ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY and by signing below I agree it is my intention to assume all risks and release ABATE of Indiana/SWT Corporation/Southeastern Career Center/ITR Concessions Co LLC/State of Indiana/Indiana Finance Authority/Marine Corps League/Coliseum Bingo/Inventrek Technology Park/City of Evansville, Dept of Parks & Recreation/International Union of Operating Engineers Local 150, 150A, 150B, 150C Building Corp./Thompson's Motorsports from liability for personal injury, property damage or wrongful death caused by negligence. I have had the opportunity to review the above waiver and release and I understand its terms and meaning.

Participant Name – Please Print

Participant Signature

Date

Signature of Parent or Guardian (if less than 18 years old)

Relationship

INDEMNIFICATION

In consideration of the [CONTRACTOR], including its owners, employees, officers, and/or agents (the "[CONTRACTOR]"), furnishing services, equipment, and/or premises to enable me to participate in the RIDE SAFE INDIANA Motorcycle Skills Testing, I agree as follows:

I, on behalf of myself, my personal representatives, and my heirs, agree to hold harmless, defend, and indemnify the [CONTRACTOR] from any and all claims, suits, or causes or action by others for bodily injury, property damage, or other damages which may arise out of my use of motorcycles and motorcycle equipment or my participation in the Motorcycle Skills Testing activities, including claims arising from the [CONTRACTOR]'s or any other party's negligence.

I have read this Indemnification and by signing I agree it is my intention to accept legal responsibility and pay for any loss for claims or lawsuits against [CONTRACTOR] arising from my participation in the Motorcycle Skills Testing. I have had the opportunity to review the Indemnification and I understand its terms and meaning.

Participant Name – Please Print

Participant Signature

Date

Signature of Parent or Guardian (if less than 18 years old)

Relationship