

Car # _____

WAIVER, INDEMNIFICATION AND REASE AGREEMENT

WARNING: OFF-ROAD RACING IS A DANGEROUS SPORT. YOU COULD BE SERIOUSLY INJURED, CRIPPLED, OR KILLED. YOUR PERSONAL PROPERTY COULD BE DAMAGED TO THE POINT OF NO REPAIR.

EVENT: _____ (the "Event")

This Waiver, Indemnification and release agreement (the, "Agreement") is between me, the undersigned, and the JeepSpeed Challenge, Inc., Truck and Jeep Performance, Inc., Totally JeepSpeed, Inc., Continental Tire, General Tire, KMC Wheels, Mike Barnett, Tom Barnett, Clive Skilton, Michelle Nelson, race sanctioning bodies, their owners, employees, and its volunteers ("JeepSpeed Team").

Recitals and Understanding of the Event

I understand that off-road racing is a dangerous activity. I also understand that by participating in the event and in pre-running activities, I could be seriously and permanently injured or killed and my personal property damaged beyond repair. I voluntarily accept those risks of injury to me and my property. I understand that there is no insurance provided by the JeepSpeed Team that will cover injuries to me, my drivers, my co-drivers, team members and my spectators ("**My Team**") and their property. I understand that the entry fee does not provide liability protection for any participant in any JeepSpeed selected Event. It is my obligation to consult with my insurance agent to review all of the potential available coverages and to purchase the appropriate insurance to cover all losses that might occur from my participation in the event. I understand that no officer, agent or employee of the JeepSpeed Team is authorized to vary the terms or provisions of this instrument or to make any representations contrary to the provisions hereof and I should not rely on any such variance or representation. I understand this Agreement extends to my use of any and all related facilities, including, but not limited to, my use of the course and related facilities for pre-running of the course at the Event.

Representations

I represent that the driver and co-drivers listed on my entry form possess the standard of competence necessary to participate in the Event. Further, they are physically fit for an event of this type for which my entry relates and that the vehicle entered is technically legal for its class and safe for this event.

I represent that I have obtained all of the appropriate insurance to cover me and my team in the event that we die, or are injured or our property is damaged; or have voluntarily chosen to purchase no insurance coverage.

I represent that I have completely read and will comply with the Rules and Regulations of the Event.

Release

I, on behalf of myself, my heirs, predecessors, successors, assignees, attorneys, insurers, trustees, executors, trust beneficiaries, and any other agents, do hereby fully and forever completely waive, release, and discharge the JeepSpeed Team, jointly and severally, and their heirs, predecessors, successors, assignees, attorneys, insurers, trustees, executors, trust beneficiaries, and any other agents or representatives, from any past, present, or future claims, demands, entitlements, obligations, indebtedness, damages, losses, suits, costs, attorney's fees, actions, causes of action, and liabilities of

whatever kind and nature, whether known or unknown, suspected or claimed, which arise from my participation in the Event. I expressly waive the California Civil Code Section 1542 and, with respect to the claims released herein, expressly waive its provisions, which provides that general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Indemnification

The undersigned shall immediately indemnify, defend, and hold harmless the JeepSpeed Team, jointly and severally, and each of their employees, agents, attorneys, and affiliates against any damage, claim, loss, liability or expense, including but not limited to attorney's fees, in connection with or related to the participation of me and My Team, for injuries incurred or property damaged in the Event. Any allegations of gross willful misconduct, gross negligence, or fraud against the JeepSpeed Team will not excuse the undersigned of the duty to immediately indemnify, defend, and hold harmless the indemnified parties unless and until such allegations are finally adjudicated against the indemnified parties by a final order or decree of a court of competent jurisdiction from which no further appeal may be taken or has been taken within the applicable appeal period. In the event there is a final adjudication of willful misconduct, gross negligence, or fraud against the indemnified parties, then only the portion of the loss, liability, or expense directly related to the willful misconduct, gross negligence, or fraud shall be disallowed and indemnification for all other damage, loss, liability, or expense shall remain in full force and effect. The undersigned shall assume the absolute expense of defending the JeepSpeed Team, with counsel solely approved and retained by the JeepSpeed team, against all legal and administrative proceedings arising out of the occurrences set forth in this indemnification provision.

This agreement is made in consideration and as an express condition permitting the undersigned to participate in the Event, use course or circuit facilities or act as an official, spectator, participant, or to be present in any other capacity whatsoever at said event. I have read this entire Agreement and agree to be bound by its terms.

Dated: _____

Participant

Participant

Participant

Participant

Dated: _____

JeepSpeed Team