



## VEHICLE DAMAGE POLICY AND INDEMNITY AGREEMENT

Participant Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

The following Policies and Indemnity Agreement must be read, agreed to and signed by all Participants in events at NCM Motorsports Park ("NCM MSP"), specifically including Corvette Experience, Corvette C8, Corvette Z51, Corvette Z06, Camaro and any other vehicle rental or loan.

### POLICIES:

1. BY SIGNING BELOW PARTICIPANT AGREES TO ASSUME FULL FINANCIAL RESPONSIBILITY FOR PROPERTY DAMAGE, UNLESS PARTICIPANT ELECTS TO PURCHASE THE LIMITED LIABILITY REFERENCED BELOW. PARTICIPANT ALSO AGREES TO FULL FINANCIAL RESPONSIBILITY FOR PERSONAL INJURY ARISING OUT OF OR RELATED TO THE EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF NCM MSP, PARTICIPANT OR OTHERWISE. ONLY PARTICIPANT NAMED ABOVE IS AUTHORIZED TO DRIVE THE ASSIGNED CAR.
2. IF THE CAR SUFFERS MECHANICAL FAILURE, NCM MOTORSPORTS PARK WILL PROVIDE, TO THE BEST OF THEIR ABILITIES, A BACK UP CAR.
3. AT ANY TIME, AND IN ITS SOLE DISCRETION, NCM MOTORSPORTS PARK RESERVES THE RIGHT TO REMOVE THE DRIVER FROM THE CAR FOR ANY REASON. REFUNDS WILL BE AT THE DISCRETION OF THE EVENT MANAGEMENT.

### VEHICLE DAMAGE WAIVER:

In consideration for NCM MSP allowing Participant to operate its vehicle on its track, Participant agrees to hold harmless, indemnify and defend NCM MSP its employees, agents, officers, directors, shareholders and affiliates against any and all claims, demands, actions (including attorney's fees and costs) liability, losses, damages, injuries (including, without limitation death and dismemberment) and accidents of whatever kind resulting in any way from participation in events at NCM MSP and operation of NCM MSP's vehicle. Participant acknowledges, understands and agrees that he/she assumes full financial responsibility for any and all damage he/she causes to NCM MSP premises or property. Participant further acknowledges, understands and agrees that he/she assumes full financial responsibility up to full replacement value of the NCM MSP vehicle assigned to Participant for any and all damage Participant does to the vehicle. Participant further acknowledges, understands and agrees that he/she assumes full financial responsibility for any costs incurred by NCM MSP in the collection of amount due under this Agreement and/or the enforcement of any of its provisions. As described below, Participant may choose to participate in a property damage waiver election and pay an additional fee to limit his/her financial responsibility for damage done to the vehicle.

### ASSIGNED VEHICLE AND DAMAGE WAIVER ELECTION:

When participating in the Corvette Experience, Corvette C8, Corvette Z51, Corvette Z06, Camaro or any other vehicle rental or loan, NCM MSP offers self-insurance which limits Participant's financial responsibility in the case of accidental damage done to any loaned or rented NCM MSP vehicle.

Your auto insurance coverage will NOT cover a claim that occurs on the racetrack.

I hereby accept and acknowledge limited liability provided by NCM MSP as consideration for payment of the Limited Liability Fee. I understand that by paying the Limited Liability Fee \$49.99 I limit my financial responsibility for any loss or damage to the assigned vehicle to \$20,000. I further acknowledge that the limited liability provided by NCM MSP does not extend to any loss or damage caused by any of my action(s) which NCM MSP, in its sole discretion, determines were careless, reckless, wanton, intentional and/or in violation of NCM MSP rules and regulations applicable to the operation of vehicles on its premises. I acknowledge that I will be fully responsible for any loss or damage caused by such action(s). I further acknowledge that the limited liability election does not in any way limit my potential liability for damage caused to NCM MSP premises or other property.

I hereby refuse limited liability. I again acknowledge that I will be personally responsible for any and all loss or damage to the assigned vehicle without any limitation whatsoever.

Event Date(s): \_\_\_\_\_

**I HAVE READ AND AGREED TO THE ABOVE POLICIES AND INDEMNITY AGREEMENT AND MAKE MY ELECTION REGARDING LIMITATION OF LIABILITY AS INDICATED ABOVE:**

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date