

**Vintage Indy Registry, LLC - Assumption of Risk, Release of Liability and Indemnification Agreement**

Please take a moment to thoroughly review this Agreement. We are excited that you have chosen to participate in one of Vintage Indy Registry’s exciting events. However, before the event can begin, you need to read, understand, and sign this Agreement. If you do not understand a certain provision, please do not hesitate to ask us! **YOU SHOULD NEVER SIGN AN AGREEMENT YOU DO NOT FULLY UNDERSTAND.**

**Section 1: Rules & Automobile.** Vintage Indy Registry, LLC (“**Vintage Indy**”) has informed me of the rules and regulations of the event I am about to participate in. All of my automobiles are properly insured, I am fully capable of driving the automobiles I brought with me or will be driving during the event, and feel secure in my abilities to do so. Furthermore, I promise to follow the directions and commands of any Vintage Indy employee, agent, or staff member during the event, and understand that it is in the best interest of my safety and personal wellbeing to do so.

**Section 2: Events Are Dangerous.** I understand that participating in an event is dangerous, and that in some situations my **PHYSICAL WELLBEING, LIFE OR PERSONAL PROPERTY MAY BE AT RISK.** Furthermore, I fully understand and appreciate that during the event I may be driving long distances, driving with others at high speeds, exposed to the dangers of being at or around a racetrack, and may otherwise be exposed to dangers which are **IMPOSSIBLE** to foresee.

**Section 3: Release of Liability and Indemnification.** Bearing in mind the personal risk I am assuming by participating in the event, and all the information detailed in the above sections, I hereby **RELEASE, INDEMNIFY,** and agree to **HOLD HARMLESS** Vintage Indy (and its affiliates, employees, staff members, agents, and assigns) against any and all claims arising from **ANY** loss or harm I suffer during the event. However, this Section 3 shall not apply to loss or harm that I suffer due to the willful or reckless acts of Vintage Indy, its affiliates, employees, staff members, or agents.

**Section 4: Maximum Liability.** I agree, to the maximum extent permitted by law, that Vintage Indy’s liability for any loss or harm I suffer during the event shall not exceed the sum of \$1,000.00. However, I understand that for the payment of an additional **\$500.00** I may strike this Section 4 from the Agreement and remove this limitation.

\_\_\_\_: I would like to strike this Section 4 from the Agreement for \$500.00

\_\_\_\_: I would **NOT** like to strike this Section 4 from the Agreement

**Section 5: Photos and Video Recordings.** I understand that during the event Vintage Indy may take photos or recordings of me. I agree that I do not own those photos or recordings, that they shall always be the property of Vintage Indy, and agree that Vintage Indy may use them, without payment or attribution to me, in any way they see fit.

**Section 6: Duration of this Agreement.** I agree that this Agreement, and my consent thereto, shall apply to any and all events I participate in with Vintage Indy for **one year** from the date of this Agreement.

**Section 7: Final Provisions.**

- A) I am fully aware of the risks I am undertaking by participating in the event with Vintage Indy;
- B) I make this Agreement of my own free will **AND FULLY UNDERSTAND THAT BY DOING SO I AM GIVING UP IMPORTANT LEGAL RIGHTS;**
- C) I understand that this is the entire agreement between myself and Vintage Indy and that this Agreement shall be governed by, and in accordance with, Wisconsin law;
- D) I AGREE TO SUBMIT TO PERSONAL JURISDICTION IN THE STATE OF WISCONSIN IN ANY STATE OR FEDERAL COURT OF COMPETENT SUBJECT MATTER JURISDICTION SITUATED IN THE CITY OF MILWAUKEE, WISCONSIN. I FURTHER AGREE THAT THE SOLE AND EXCLUSIVE VENUE FOR ANY SUIT ARISING OUT OF, OR SEEKING TO ENFORCE, THE TERMS OF THIS AGREEMENT SHALL BE IN A STATE OR FEDERAL COURT OF COMPETENT SUBJECT MATTER JURISDICTION SITUATED IN THE CITY OF MILWAUKEE, WISCONSIN. I WAIVE ANY RIGHT TO CHALLENGE IN ANOTHER COURT ANY JUDGMENT ENTERED BY SUCH COURT OR TO ASSERT THAT ANY ACTION INSTITUTED BY VINTAGE INDY IN ANY SUCH COURT IS IN THE IMPROPER VENUE OR SHOULD BE TRANSFERRED TO A MORE CONVENIENT FORUM. I WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT. I REPRESENT THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Emergency Contact Information: \_\_\_\_\_