



DOVE NEST MOTORSPORTS OFFROAD WAIVER

Waiver and Release of Liability Agreement

This Waiver and Release of Liability Agreement (this "Agreement") is a legal contract binding upon the person whose signature appears at the bottom of this Agreement (the "Permitted User"), Dove Nest Motorsports Club of Central Texas, LLC ("Operator"), the operator of the offroad track (the "Offroad Track") located on the Property (as defined below), and _____, the owner of the Property ("Owner").

THE PERMITTED USER SHOULD READ THIS AGREEMENT CAREFULLY AS IT SETS FORTH LEGALLY BINDING TERMS AND CONDITIONS FOR THE PERMITTED USER'S ENTRY ONTO THE PROPERTY, USE OF THE OFFROAD TRACK AND OPERATION OF A VEHICLE ON THE OFFROAD TRACK.

TERMS AND CONDITIONS

1. Agreement to Terms and Conditions. In consideration of the rights granted to the Permitted User by Owner and Operator, and by initialing each number item below and signing on the signature line at the end of this Agreement, the Permitted User (a) agrees to the terms and conditions of this Agreement, (b) acknowledges and confirms that the Permitted User's entry onto the Property, use of the Offroad Track and operation of a vehicle on the Offroad Track is subject to the terms and conditions of this Agreement, and (c) verifies and confirms the statements made by the Permitted User in this Agreement. Upon the Permitted User signing this Agreement, Owner grants the Permitted User the right to enter onto the Property and Operator grants the Permitted User the to use the Offroad Track and to operate a vehicle on the Offroad Track. By permitting the Permitted User to enter onto the Property, use of the Offroad Track and operate a vehicle on the Offroad Track or any other part of the Property, Owner and Operator agree to, and are bound by, the terms and conditions of this Agreement. As used in this Agreement, the term "vehicle" means and includes any vehicle which the Permitted User or any other person might operate on the Offroad Track or any other portion of the Property, whether the vehicle is owned by the Permitted

User or the person operating the vehicle and whether or not the vehicle is operated with the permission of the owner of the vehicle. As used in this Agreement, the term "Property" means the property located at 2225 County Road 342, Gatesville, Texas 76258 and more fully described as the 259.96 acres of land conveyed by the warranty deed with vendor's lien recorded in Document No. 3377799 in the Coryell County Public Records.

2. Risks, Dangers and Hazards. The Permitted User acknowledges and confirms that by operating a vehicle on the Offroad Track, the Permitted User will be participating in a dangerous and hazardous activity. The Permitted User is aware that operation of a vehicle on the Offroad Track involves obvious and not-so-obvious risks, dangers, and hazards that may result in injury or death to the Permitted User or another person and damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. Any vehicle used or operated on the Offroad Track is a machine that may malfunction, even if the vehicle is properly maintained and that such malfunction may cause injury or death of a person or damage to the vehicle.



another vehicle or other property. In addition to vehicle malfunction, the risks, dangers, and hazards, involved in operating a vehicle on the Offroad Track include, but are not limited to:

- other vehicles operated on the Offroad Track;
- other persons or traffic near the Offroad Track or on other areas of the Property;
- physical conditions of the Offroad Track;
- weather conditions; and
- negligent acts or omissions by any person, including the Permitted User, Operator, Owner, or any other person near the Offroad Track or on the Property.

3. Conditions Affecting the Offroad Track. The Permitted User is responsible for determining whether conditions affecting the use of the Offroad Track and the operation of a vehicle on the Offroad Track (including, without limitation, rain, fog, snow, hail, ice, heat, electrical storms, the surface of the Offroad Track, any items, materials or substances located on the Offroad Track, the use of the Offroad Track by other persons, and the operation by other persons of vehicles on the Offroad Track) make it dangerous to operate a vehicle on the Offroad Track. The Permitted User should adjust his or her riding behavior and braking distance to suit those conditions.

4. Competent to Operate a Vehicle. The Permitted User represents and certifies that he/she is familiar with the operation of each vehicle operated by the Permitted User on the Offroad Track, is reasonably competent and physically fit to operate a vehicle on the Offroad Track, and has reviewed the safety materials and rules relating to the use of the Offroad Track and the operation of vehicles on the Offroad Track which have been provided to the Permitted User by Operator.

5. Compliance With Posted Rules. The Permitted User agrees to (a) comply with all rules posted by Operator regarding the use of the Offroad Track and the operation of a vehicle on the Offroad Track, and (b) follow all directional and safety signs placed on or near the Offroad Track.

6. Safety Check. Before operating a vehicle on the Offroad Track, the Permitted User is advised to conduct a basic safety inspection of the vehicle, including an inspection of the (i) trueness of the wheels; (ii) safe operation of the throttle, all brakes and lights; (iii) good condition of the frame; (iv) any sign of damage, unusual or excessive wear, and (v) any other open and obvious mechanical problem/maintenance need. The Permitted User agrees not to operate a vehicle on the Offroad Track if there are any open and obvious mechanical problems or maintenance needs with respect to the vehicle.

7. Liability for Use and Operation of a Vehicle. Operator advises the Permitted User that he/she will, or may, be, held responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever arising out or, or caused by the Permitted User's use of the Offroad Track or operation of a vehicle on the



Offroad Track. THE PERMITTED USER'S AUTOMOTIVE INSURANCE POLICIES MAY NOT PROVIDE COVERAGE FOR LIABILITIES ARISING OUT OF OR CAUSED BY THE PERMITTED USER'S OPERATION OF A VEHICLE ON THE OFFROAD TRACK. TO DETERMINE IF COVERAGE IS PROVIDED, YOU SHOULD CONTACT YOUR AUTOMOTIVE INSURANCE COMPANY OR AGENT. TO THE EXTENT YOU HAVE AUTOMOTIVE OR ANY OTHER INSURANCE THAT WOULD COVER ANY CLAIMS, YOU AGREE THAT SUCH INSURANCE WOULD BE PRIMARY AND NON-CONTRIBUTORY.

8. RELEASES; DISCLAIMERS; ASSUMPTION OF RISK.

In exchange for being allowed to enter the Property, use the Offroad Track and operate a vehicle on the Offroad Track or any other part of the Property, the Permitted User (a) fully and unconditionally indemnifies, holds harmless, and agrees to defend Operator, Owner and their respective affiliates, members, shareholders, managers, directors, officers, employees, agents, contractors, representatives, successors, and assigns (Owner, Operator and the other designated parties collectively, the "Released Parties," and individually, a "Released Party") from all liability, damages and losses for any and all Claims (as defined below), and (b) the Permitted User waives and releases all Claims, whether known or unknown, suspected or unsuspected, in contract or in tort, at law or in equity, accruing before or after the date this Agreement is signed by the Permitted User, which the Permitted User ever had, now has or may have in the future against Owner, Operator and the other Released Parties. Owner, Operator and the other Released Parties shall not be liable or in any way responsible to the Permitted User for any and all Claims.

As used in this Agreement, "Claims" means any and all claims, injuries, demands, liabilities, disputes, causes of action (including claims based on or arising under any statute, ordinance, governmental law or rule, contract, negligence, or other tort theory), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including reasonable attorney's fees, whether incurred prior to commencement of a lawsuit, prior to trial, at trial, on appeal, or otherwise), losses and damages (whether consequential, compensatory, or punitive) of any kind or nature arising out of or in any way related to the Permitted User's entry onto the Property, use of the Offroad Track and operation of a vehicle on the Offroad Track or any other part of the Property. "Claims" include, but are not limited to, but not limited to, any and all Claims (a) for personal injury to or the death of the Permitted User or any other person, or for any damage to any vehicle, the Offroad Track, any other part of the Property, or any other property on or about the Property whether owned by Operator, Owner, any other Released Party, the Permitted User or any other person, that arise from or relate to the Permitted User's entry onto the Property, use of the Offroad Track and operation of a vehicle on the Offroad Track or any other part of the Property, and (b) based on any Released Party's alleged negligence, gross negligence, willful misconduct, liability without fault, strict liability, breach of contract, and/or breach of express or implied warranty.

THE PRECEDING INDEMNITIES, HOLD HARMLESS AGREEMENTS, RELEASES AND WAIVERS MADE BY THE PERMITTED USER ARE WITHOUT LIMIT AND APPLY REGARDLESS OF THE



ACTUAL OR ALLEGED NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, LIABILITY WITHOUT FAULT, OR STRICT LIABILITY OF THE RELEASED PARTIES, EVEN IF THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, LIABILITY WITHOUT FAULT, OR STRICT LIABILITY OF ANY OR ALL OF THE SELLER PARTIES IS ACTIVE, PASSIVE, SOLE, JOINT, CONTRIBUTORY, CONCURRENT OR COMPARATIVE.

To the fullest extent permitted by law and in exchange for permitting the Permitted User to enter onto the Property, use of the Offroad Track and operate a vehicle on the Offroad Track or any other part of the Property, Operator and Owner disclaim all express and implied warranties of any kind or nature of or with respect to the Offroad Track, the Property, and any services (the "Related Services") provided by Operator, Owner, or any other person relating to, incident to, or in connection with the use or operation of the Offroad Track or the use or operation of any facilities located on any other part of the Property, including warranties of merchantability and fitness for a particular purpose. Use of the Offroad Track and all of the Related Services are permitted and provided "as is" and "as available," and at the Permitted User's risk.

The Permitted User is solely and fully responsible at all times for the safe operation of any vehicle operated by the Permitted User on the Offroad Track or any other part of the Property. By operating a vehicle on the Offroad Track or on any other part of the Property, the Permitted User assumes full and complete responsibility for all (a) risks, dangers, and hazards involved in or related to the operation of a vehicle on the Offroad Track, and (b) responsibilities and risks for any injuries to, or death of, the Permitted User or any other person, or any damage to any property, that is caused by, or arises out of the Permitted User's use of the Offroad Track and operation of a vehicle on the Offroad Track.

9. Class Action Waiver. The parties further agree that any lawsuit or other legal proceeding commenced by any party to this Agreement with respect to, or otherwise involving, any claim or cause of action arising under or related to this Agreement shall be conducted in the party's individual or entity capacity only and not as a class action or other representative action, and each of the parties to this Agreement expressly waives its, his or her right to file a class action or seek relief on a class basis. OPERATOR, OWNER AND THE PERMITTED USER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS OR MY INDIVIDUAL OR ENTITY CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

10. Choice of Law; Dispute Resolution. This Agreement is governed by, and shall be construed and enforced in accordance with, the laws of the State of Texas, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred prior to trial, at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the State of Texas and agrees that those courts have personal jurisdiction over each party; (iii) venue must be in Coryell County, Texas.



11. Final Agreement; Binding Effect. This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter. This Agreement shall inure to the benefit of and be binding upon Owner, Operator, the Permitted User and their respective heirs, successors, and assigns.

12. Voluntary Execution of this Agreement. This Agreement is entered into by the Permitted User voluntarily, with consideration, and without any duress or undue influence on the part or on behalf of Owner, Operator or any other Released Party. The Permitted User acknowledges that he/she (a) has read this Agreement; (b) understands the terms and consequences of this Agreement, including the releases it contains; and (c) is fully aware of the legal and binding effect of this Agreement.

Who will be participating?

B Adult and Children

You are signing for yourself

Parent/ Guardian Information

First Name*

Last Name*

Your Date of Birth *

Month

Day

Year

Phone*



Email Address*

Address*

Address Line 2

City*

State*

Zip*

Join our mailing list

Sign Here

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By signing below, you agree that you have read and agree with the terms of the waiver and that the information you provided is accurate. You further agree that your submission of this form, via the 'I Agree' button, shall constitute the execution of this document in exactly the same manner as if you had signed, by hand, a paper version of this agreement.

SIGNATURE: _____



PRINT NAME: _____

DATE: _____