



## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Event: 24 Hrs of Electricross  
Location: 408MX Motocross Track, San Jose, CA.  
www.408MX.com  
Date: April 4<sup>th</sup> – April 5<sup>th</sup>, 2009

The undersigned (on my own behalf and on behalf of my heirs, next of kin, personal representatives, successors, and assigns), for and in consideration of the opportunity to compete in, officiate for, observe, work for, or participate in, or being permitted to enter for any purpose any restricted area (hereinafter “Restricted Area” which is defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited) of the 24 Hrs of Electricross (hereinafter “**Event**”) sponsored and/or conducted by Zero Motorcycles Inc, the promoters, participants, racing associations, sanctioning organizations, track operators, track owners, officials, motorcycle owners, drivers, pit crews, rescue personnel, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the Event, premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or Event and each of their respective directors, officers, employees and agents (hereinafter “**Released Parties**”), releases, holds harmless and covenants not to sue the **Released Parties** from any and all claims and demands, rights, and causes of action of any kind whatsoever which I now have or later may have against the **Released Parties** in any way resulting from, arising out of, or in connection with their participation in sponsoring, planning or conducting the Event and my participation in the **Event**.

This release extends to any and all claims I have or may later have against the **Released Parties** resulting from or arising out of or related to the Event whether or not such claims result from negligence (except willful neglect) on the part of any or all of the **Released Parties** with respect to the **Event** or with respect to the conditions, qualifications, instructions, rules, or procedures under which the **Event** are conducted or from any other cause. I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE ANY OR ALL OF THE **RELEASED PARTIES** FOR ANY INJURY RESULTING TO MYSELF OR MY PROPERTY ARISING OUT OF OR RELATED TO THE EVENT, INCLUDING IN CONNECTION WITH THEIR PARTICIPATION IN SPONSORING, PLANNING, OR CONDUCTING THE **EVENT**.

I am experienced in, and familiar with, the operation of motorcycles and fully understand the risks and dangers inherent in motorcycling, including the risk of serious injury and/or death and/or property damage, and expressly acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures of the Released Parties. I am voluntarily participating in the **Event**, and I expressly agree to assume the entire risk of any accidents, property damage, or personal injury, including death, which I might sustain to my person and property as a result of my participation in, or arising out of or related to the **Event**, and any negligence (except willful neglect) on the part of any or all of the **Released Parties** arising out of or related to the Event.

I acknowledge, agree and represent that I have or will immediately upon entering any Restricted Area, and will continuously thereafter, inspect such Restricted Area(s) which I enter, and I further agree and warrant that, if at any time, I am in or about a Restricted Area and feel anything to be unsafe, I will immediately advise the official of the danger and, if necessary, leave the Restricted Area and/or refuse to participate further in the Event.

I hereby agree to indemnify and hold harmless, the Released Parties and each of them from any loss, liability, damage or cost they may incur arising out of or related to the Event whether caused by the negligence of the Released Parties or otherwise. I agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Released Parties, including negligent rescue operations, and is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, agree that the balance shall, notwithstanding, continue in full legal force and effect.

**WAIVER OF RIGHTS UNDER STATE STATUTE**

I further agree to waive all benefits flowing from any state statute which would negate or limit the scope of this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, including, but not limited to, Section 1542 of the California Civil Code which provides:

“A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing this release, which if known to him must have materially affected his settlement with the debtor”

By signing this Release, I certify that I have read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without relying on any inducement, assurance, guarantee, statement or representation made by the **Released Parties** and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

**THIS IS A RELEASE – READ BEFORE SIGNING**

Rider

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

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

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

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

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