



RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS, AND INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY

BY SIGNING THIS DOCUMENT YOU ARE DECLARING YOU HAVE READ AND UNDERSTOOD THAT YOU ARE WAIVING SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE ANY AND ALL PARTIES ASSOCIATED WITH THIS EVENT.

EVENT: Never Lift Half Mile

LOCATION: Coalinga, CA

DATE(S): March 21-22, 2020

RELEASEES: Shift-S3ctor LLC, Revvolution Shift-S3ctor LLC, Motovicity Distribution, the City of Coalinga, as well as any agents, employees, or representatives thereof.

By signing this agreement and entering the premises of the EVENT, I hereby agree to the following:

- 1. I accept and understand that there is a SERIOUS RISK OF INJURY AND DEATH in being present at any motorsports event, especially one such as this EVENT, whether as a participant, spectator, worker, media member, or otherwise; and
2. I accept and believe I am physically, emotionally, and mentally able to be present at this EVENT; and
3. I accept and understand that I must abide by all rules instituted by the organizers of this EVENT at any and all times, regardless of my role; and
4. I accept and understand I am solely responsibility for my own personal safety, and the personal safety of any MINORS accompanying me; and
5. I accept and understand I may be removed, without refund, at any time from the EVENT for behavior deemed improper or unsafe by EVENT staff.

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, AND ANY AND ALL SPOUSES, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN THAT MY SIGNING OF THIS DOCUMENT CONSTITUTES:

- 1. AN ABSOLUTE ASSUMPTION OF ANY AND ALL RISKS associated with my presence at the EVENT [regardless of my role as participant, spectator, worker, media member, or otherwise] even as a result of the negligence of the Releasees, as defined above, or agents thereof, or any persons present, associated with, or participating in the EVENT in any capacity; and
2. A FULL RELEASE OF LIABILITY AND WAIVER OF ALL CLAIMS that I may have now, or in the future, against the Releasees as well as any person(s), entities or organization(s) associated in any way with the EVENT including the venue owners and lessees, promoters, track operators, sponsors, advertisers, car owners and other participants, rescue personnel, event staff, underwriters, or consultants from any and all liability for any and all losses, damages, costs, expenses, including attorney's fees, that I may suffer as a result of my presence at the EVENT, in any capacity, due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED ON THE PART OF THE RELEASEES.
3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, damages, of any form or type, however caused, whether directly or indirectly from my participation in any aspect(s) of the EVENT; and
4. AN AGREEMENT TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, that may be incurred due to any claim made against them, either as individuals or as a whole, by me or my behalf, or that of my estate, whether the claim is based on the negligence of the Releasees or otherwise as stated above.
5. AN AGREEMENT that this document be GOVERNED BY THE LAWS, and in the courts, of the STATE IN WHICH THE EVENT OCCURS.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY SPOUSES, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY

Table with 4 columns: Print Name, Signature, Print Name, Signature. Multiple rows for signing.

I (Driver's Name) _____ accept and understand that I am participating in a high performance driving event with Shift-S3ctor and Motovicity.

I (Driver's Name) _____ accept and understand that I am a licensed and insured driver and I am comfortable driving at speeds potentially exceeding 100+ MPH on a closed course.

I (Driver's Name) _____ accept and understand that this is a high performance driving event that may result in PERSONAL INJURY OR DEATH to myself or others.

I (Driver's Name) _____ accept and understand that I will be LIABLE and RESPONSIBLE for ANY DAMAGE I cause to property and may be REQUIRED TO PAY any and all costs of repair.

I (Driver's Name) _____ accept and understand that I ASSUME MY OWN RISK and WAIVE MY RIGHT TO SUE Shift-S3ctor LLC, Revvolution Shift-S3ctor LLC, Motovicity, as well as any and all affiliates thereof including, but not limited to, venue owners and operators, sponsors, media, participants, other third parties regardless of role or capacity, as well as any agents, employees, or representatives thereof, from any and all liability, claims, losses, demands, damages, costs and expenses, including attorney's fees, arising out of or resulting from injury to my own person or damage to my own property, including that caused by negligence, which may arise during my participation in this event.

Signed in good faith: (Driver's Name) _____

Driver's Vehicle

Year: _____ Make: _____ Model: _____ Color: _____ HP: _____

By self-inspecting your vehicle, you are agreeing to be liable for your own vehicle. Everything must be checked in order to protect the safety of yourself, your vehicle, as well as the safety of others. Accidents can happen quickly. Lug nuts and brakes should be checked before and after every run. If it is determined that the cause of an accident was based upon the negligence of your vehicle inspection, you will be removed from the event and may be liable for damages. Once you have finished inspecting your vehicle, after you have completely checked each and every item on this form in good faith, it is necessary to print and sign at the bottom of this page. You must bring this form to the event with you on the day of the event. If you do not, you must do another full inspection on the morning of the event and could miss important information and run time. Be safe and thank you for your assistance in the smooth and safe running of this event. This form must be filled out within 48 hours of the event.

Place a check (✓) once a box is true and inspected, write NO if it is not true:

Engine:

Battery is secured |____|
 Throttle return spring is tight |____|
 No fluid leaks |____|
 Radiator overflow is safe |____|
 Battery secured-Terminals Covered |____|

Suspension:

Wheel hubs and bearings have no play |____|
 Spring and shock bolts are tight |____|
 Sway bar bolts are tight |____|
 No unusual steering play |____|
 All wires and hoses are secured |____|

Wheels/Tires:

All lug nuts are tight/torqued |____|
 Sufficient tread (more than 2/32's) |____|
 Good condition (no tears or cords showing) |____|
 No defects (such as flat spots) |____|
 No severe cracks in spokes |____|

Brakes

Tail lights work correctly |____|
 Lines secured |____|
 Rotors good shape - not cracked or warped |____|
 No leaks |____|
 Pads more than 5mm left |____|

Safety:

Approved helmet (Snell SA2015+) |____|
 Pants |____|
 Close-toed Shoes |____|
 Cotton shirt (preferably long sleeve) |____|
 Seats and seatbelts secured |____|

Body

Body Panels secured |____|
 Gas cap secured |____|
 Tow hook or suitable tow point established |____|

- **Seatbelts** (check one)

OEM 3 Point |____|

5 or 6 Point |____|

I agree, in good faith, to the above information and that it is accurate and correct.

Name (Print): _____ Signature: _____

Emergency Contact: _____
 (Name) Relationship Phone Number



ASSUMPTION OF RISK, WAIVER OF CLAIMS, AND INDEMNIFICATION AGREEMENT

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EVENT: Never Lift Half Mile LOCATION: Coalinga, CA DATE(S): March 21-22, 2020

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2. I accept and believe I am physically, emotionally, and mentally able to be present at this EVENT; and
3. I accept and understand that I must abide by all rules instituted by the organizers of this EVENT at any and all times, regardless of my role; and
4. I accept and understand I am solely responsibility for my own personal safety, and the personal safety of any MINORS accompanying me; and
5. I accept and understand I may be removed, without refund, at any time from the EVENT for behavior deemed improper or unsafe by EVENT staff.

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, AND ANY AND ALL SPOUSES, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN THAT MY SIGNING OF THIS DOCUMENT CONSTITUTES:

- 1. AN ABSOLUTE ASSUMPTION OF ANY AND ALL RISKS associated with my presence at the EVENT [regardless of my role as participant, spectator, worker, media member, or otherwise] even as a result of the negligence of the Releasees, as defined above, or agents thereof, or any persons present, associated with, or participating in the EVENT in any capacity; and
2. A FULL RELEASE OF LIABILITY AND WAIVER OF ALL CLAIMS that I may have now, or in the future, against the Releasees as well as any person(s), entities or organization(s) associated in any way with the EVENT including the venue owners and lessees, promoters, track operators, sponsors, advertisers, car owners and other participants, rescue personnel, event staff, underwriters, or consultants from any and all liability for any and all losses, damages, costs, expenses, including attorney's fees, that I may suffer as a result of my presence at the EVENT, in any capacity, due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED ON THE PART OF THE RELEASEES.
3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, damages, of any form or type, however caused, whether directly or indirectly from my participation in any aspect(s) of the EVENT; and
4. AN AGREEMENT TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, that may be incurred due to any claim made against them, either as individuals or as a whole, by me or my behalf, or that of my estate, whether the claim is based on the negligence of the Releasees or otherwise as stated above.
5. AN AGREEMENT that this document be GOVERNED BY THE LAWS, and in the courts, of the STATE IN WHICH THE EVENT OCCURS.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY SPOUSES, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY

Print Name

Signature

MOTORCYCLE Waiver and Release of Liability



On the date of (Date) _____

I (Rider's Name) _____ accept and understand that I am participating in a high performance driving/riding event with Shift-S3ctor and Motovicity.

I (Rider's Name) _____ accept and understand that I am a licensed and insured Rider and I am comfortable driving/riding at speeds potentially exceeding 100+ MPH on a closed course.

I (Rider's Name) _____ accept and understand that this is a high performance driving/riding event that may result in PERSONAL INJURY OR DEATH to myself or others.

I (Rider's Name) _____ accept and understand that I will be LIABLE and RESPONSIBLE for ANY DAMAGE I cause to property and may be REQUIRED TO PAY any and all costs of repair.

I (Rider's Name) _____ accept and understand that I ASSUME MY OWN RISK and WAIVE MY RIGHT TO SUE Shift-S3ctor LLC, Revvolution Shift-S3ctor LLC, Motovicity, as well as any and all affiliates thereof including, but not limited to, venue owners and operators, sponsors, media, participants, other third parties regardless of role or capacity, as well as any agents, employees, or representatives thereof, from any and all liability, claims, losses, demands, damages, costs and expenses, including attorney's fees, arising out of or resulting from injury to my own person or damage to my own property, including that caused by negligence, which may arise during my participation in this event.

Signed in good faith: (Rider's Name) _____

Year: _____ Make: _____ **Rider's Vehicle**
Model: _____

Color: _____ Horsepower (crank): _____

By self-inspecting your vehicle, you are agreeing to be liable for your own vehicle. Everything must be checked in order to protect the safety of yourself, your vehicle, as well as the safety of others. Accidents can happen quickly. Lug nuts and brakes should be checked before and after every run. If it is determined that the cause of an accident was based upon the negligence of your vehicle inspection, you will be removed from the event and may be liable for damages. Once you have finished inspecting your vehicle, after you have completely checked each and every item on this form in good faith, it is necessary to print and sign at the bottom of this page. You must bring this form to the event with you on the day of the event. If you do not, you must do another full inspection on the morning of the event and could miss important information and run time. Be safe and thank you for your assistance in the smooth and safe running of this event. This form must be filled out within 48 hours of the event.

Place a check once a box is true and inspected, write NO if it is not true:

Engine:

Battery is secured- Terminals Covered |____|
Throttle return spring is tight |____|
No fluid leaks |____|
Lanyard-style kill switch (if going 180+mph) |____|
Crankcase breather hoses ran into catch/can airbox |____|
Drive chains master clip safety wire/silicone
And metal chain guard (if going 180+mph) |____|

Wheels/Tires:

All lug nuts are tight/torqued |____|
Sufficient tread (more than 2/32's) |____|
Good condition (no tears/cords showing) |____|
No severe cracks in spokes |____|
Tires rated for top speed of motorcycle |____|

Safety:

Approved full-face helmet (Snell SA2015+) |____|
Full leather racing suit |____|
Racing boots cover above ankle |____|
Leather gloves with no openings/tears |____|

Suspension:

Wheel hubs and bearings have no play |____|
Spring and shock bolts are tight |____|
Steering Stabilizer (if going 180+mph) |____|
No unusual steering play |____|

Brakes

Tail lights work correctly |____|
Lines secured |____|
Rotors good shape - not cracked or warped |____|
No leaks |____|
Pads more than 5mm left |____|

Body

Body Panels secured |____|
Gas cap secured |____|

I agree, in good faith, to the above information and that it is accurate and correct.

Name (Print): _____ Signature: _____

Emergency Contact: _____
(Name) Relationship Phone Number



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3. I accept and understand that I must abide by all rules instituted by the organizers of this EVENT at any and all times, regardless of my role; and
4. I accept and understand I am solely responsibility for my own personal safety, and the personal safety of any MINORS accompanying me; and
5. I accept and understand I may be removed, without refund, at any time from the EVENT for behavior deemed improper or unsafe by EVENT staff.

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2. A FULL RELEASE OF LIABILITY AND WAIVER OF ALL CLAIMS that I may have now, or in the future, against the Releasees as well as any person(s), entities or organization(s) associated in any way with the EVENT including the venue owners and lessees, promoters, track operators, sponsors, advertisers, car owners and other participants, rescue personnel, event staff, underwriters, or consultants from any and all liability for any and all losses, damages, costs, expenses, including attorney's fees, that I may suffer as a result of my presence at the EVENT, in any capacity, due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED ON THE PART OF THE RELEASEES.
3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, damages, of any form or type, however caused, whether directly or indirectly from my participation in any aspect(s) of the EVENT; and
4. AN AGREEMENT TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, that may be incurred due to any claim made against them, either as individuals or as a whole, by me or my behalf, or that of my estate, whether the claim is based on the negligence of the Releasees or otherwise as stated above.
5. AN AGREEMENT that this document be GOVERNED BY THE LAWS, and in the courts, of the STATE IN WHICH THE EVENT OCCURS.

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I SIGN THIS DOCUMENT VOLUNTARILY

Print Name

Signature

NEVER LIFT **PASSENGER WAIVER:**

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RELEASEES: Shift-S3ctor LLC, Revvolution Shift-S3ctor LLC, Motovicity Distribution, the City of Coalinga, as well as any agents, employees, or representatives thereof.

In consideration of being allowed to participate and RIDE ALONG AS A **PASSENGER**, I hereby agree to the following:

1. I accept and understand that there is a **SERIOUS RISK OF INJURY AND DEATH** in riding as a passenger at any motorsports event, especially one such as this EVENT, whether as a participant, spectator, worker, media member, or otherwise; and
2. I accept and believe I am physically, emotionally, and mentally able to ride as a passenger at this EVENT; and
3. I accept and understand that I must abide by all rules instituted by the organizers of this EVENT at any and all times, regardless of my role; and
4. I accept and understand I am solely responsibility for my own personal safety, and the personal safety of any MINORS accompanying me; and
5. I accept and understand I may be removed, without refund, at any time from the EVENT for behavior deemed improper or unsafe by EVENT staff.

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, AND ANY AND ALL SPOUSES, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN THAT MY SIGNING OF THIS DOCUMENT CONSTITUTES:

1. **AN ABSOLUTE ASSUMPTION OF ANY AND ALL RISKS** associated with my RIDE-ALONG in a vehicle at the EVENT [regardless of my role as participant, spectator, worker, media member, or otherwise] even as a result of the negligence of the DRIVER, Releasees, as defined above, or agents thereof, or any persons present, associated with, or participating in the EVENT in any capacity; and
2. **A FULL RELEASE OF LIABILITY AND WAIVER OF ALL CLAIMS** that I may have now, or in the future, against the Driver, Releasees as well as any person(s), entities or organization(s) associated in any way with the EVENT including the venue owners and lessees, promoters, track operators, sponsors, advertisers, car owners and other participants, rescue personnel, event staff, underwriters, or consultants from any and all liability for any and all losses, damages, costs, expenses, including attorney's fees, that I may suffer as a result of MY RIDE-ALONG at the EVENT, in any capacity, due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED ON THE PART OF THE RELEASEES.
3. **AN AGREEMENT NOT TO SUE THE RELEASEES** for any loss, injury, damages, of any form or type, however caused, whether directly or indirectly from my participation in any aspect(s) of the EVENT; and
4. **AN AGREEMENT TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, that may be incurred due to any claim made against them, either as individuals or as a whole, by me or my behalf, or that of my estate, whether the claim is based on the negligence of the Releasees or otherwise as stated above.
5. **AN AGREEMENT** that this document be construed to the **fullest extent permitted by law**, and be **GOVERNED BY THE LAWS, and in the courts, of the STATE IN WHICH THE EVENT OCCURS.**

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY SPOUSES, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN MAY HAVE AGAINST THE DRIVER AND/OR RELEASEES.

Name (Print): _____ Signature: _____

Emergency Contact: _____
(Name) Relationship Phone Number



NEVER LIFT

PHOTO RELEASE FORM AND WAIVER

Date: March 21-22, 2020

Photographer: _____

Outlet(s): _____

This license grants the Photographer named above the right to photograph at Never Lift during the above date under the following conditions:

1. These conditions may change at any time and are subject to limitations
2. Motovicity and Shift-S3ctor reserve the rights to re-use and reproduce images taken at Never Lift
3. If images are to be used for publication(s) rights/credits shall be given to Motovicity, Shift-S3ctor, and Never Lift

Any material created as result of this license may only be used for editorial use for the outlet(s) (i.e magazine, blog, photography portfolio) listed above. This license provides no right to reproduce the material to be sold, distributed or to be otherwise exploited in any manner whatsoever separately or as any part of any outlets other than those listed above.

Photographer hereby agrees and acknowledges there is a heightened risk of injury and/or death by acting as media personnel at this event, as Photographer may be in locations not permitted to the general public.

Therefore, Photographer **UNDERSTANDS AND AGREE, ON BEHALF OF THEMSELF, AND ANY AND ALL SPOUSES, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN THAT THE SIGNING OF THIS DOCUMENT CONSTITUTES AN ABSOLUTE ASSUMPTION OF ANY AND ALL RISKS** even as a result of the negligence of Never Lift, Motovicity, or Shift-S3ctor, or agents thereof, or any persons present, associated with, or participating in the EVENT in any capacity; and **A FULL RELEASE OF LIABILITY AND WAIVER OF ALL CLAIMS** that Photographer may have now, or in the future, against Never Lift, Motovicity, or Shift-S3ctor, as well as any person(s), entities or organization(s) associated in any way with the EVENT including the venue owners and lessees, promoters, track operators, sponsors, advertisers, car owners and other participants, rescue personnel, event staff, underwriters, or consultants from any and all liability for any and all losses, damages, costs, expenses, including attorney's fees, that Photographer may suffer as a result of my presence at the event, in any capacity, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed on the part of Never Lift, Motovicity, or Shift-S3ctor. Photographer hereby agrees to indemnify and hold harmless **Never Lift, Motovicity and Shift-S3ctor** against any claims, losses or damages.

Please indicate your acceptance of the foregoing conditions by signing this letter and turning it in when you receive your credentials at Never Lift.

AGREED AND ACCEPTED BY:

(SIGNATURE)

(EMAIL ADDRESS)

(PHONE)