



Membership Agreement

This Agreement, when signed by the Applicant (“Member”) and accepted by European Rally Performance Driving School, Inc. doing business as European Motorsport Park & Rally School (“EMPRS”), along with Motorsport Country Club (“MSCC”) Membership Application, Rules & Regulations, and Membership Benefits document, constitute the full Agreement between EMPRS and Member with respect to Member’s use of the facilities at EMPRS as a member of the MSCC.

THIS AGREEMENT CONTAINS RELEASE AND INDEMNIFICATION PROVISIONS AND LIMITATIONS ON EMPRS LIABILITY. YOU ARE URGED TO READ IT CAREFULLY, AS YOU MAY BE WAIVING CERTAIN RIGHTS.

EMPRS is a privately owned motor sports facility available for the use of MSCC members and their guests. MSCC memberships allow members the use of the EMPRS facilities on scheduled club days, as well as special events as defined by EMPRS. Payment of the initiation fee and dues does not grant Member any ownership rights in EMPRS or its facilities, or any rights of use or access not specifically defined by EMPRS. EMPRS, in its sole discretion, reserves the right to refuse use of the facilities to any person. Memberships are not transferable, and membership should not be viewed or acquired as an investment.

The purpose of this Agreement, which is legally binding on EMPRS and Member, is to set out the terms and conditions upon which Member will be entitled to use the facilities of the EMPRS, and certain rights and obligations of the parties with respect thereto.

Section 1. Membership Agreements

1.1 Membership Levels and Benefits. There are six membership levels: individual social, family social, individual competition, family competition, corporate competition and motorcycle competition, each having the specific benefits and privileges defined in the Membership Benefits document attached hereto as Appendix “A”. Upon full payment of applicable fees and dues, Member shall be entitled to the benefits and privileges pertaining to Member’s membership level for one year from the date the application is accepted by EMPRS. EMPRS may also offer corporate memberships on a case-by-case basis.

EMPRS may, at any time, at its sole discretion, offer other and different types or levels of memberships and limit the number of memberships available at any given time. If offered, Member shall have the right, at his option, to convert Member’s membership level to any type or level offered for which Member qualifies, and the fees previously paid shall be applied based on monthly pro-rated fees charged for such membership. All fees associated with EMPRS membership, unless otherwise specified in this Agreement, are non refundable.

1.2 Initiation Fee and Dues. The initiation fee, current dues and other fees applicable to the various membership levels are set forth in the attached Membership Benefits document. These current fees and dues are subject to change in the sole discretion of EMPRS. Any revisions to the membership terms made by EMPRS shall be automatically incorporated into and made a part of this Agreement.

1.3 Paddock and Garage Rentals. Paddock and garage rental space will be available for an additional fee.

Discounts and priority reservations are available to members based on their membership level and member number. EMPRS reserves the right to alter the above rental costs at any time.

1.4 Limitations on Access. Member acknowledges that access to and use of the facilities by a member or his guests is subject to regulation by EMPRS. Access to the facility at times other than designated MSCC events may be limited depending on other scheduled track events.

1.5 No transfer of Membership. Membership cannot be transferred or sold.

1.6 Personal Property. Each Member and guest is responsible for his or her personal property. EMPRS is not responsible for lost property or property stolen from anywhere at the facility, and specifically disclaims any such responsibility.

Section 2. Payment of Dues and Other Charges

2.1 Payment. Initiation fees and dues for the current year are due upon execution of this Agreement. Members will receive an annual statement for dues and said dues are to be remitted as stated in the dues invoice.

2.2 Delinquency. EMPRS may suspend the rights and privileges of any Member whose account is more than 60 days delinquent. A Member shall have the right to have his membership reinstated upon payment in full of the incurred charges. EMPRS reserves the right to terminate the membership of any member more than 120 days delinquent.

Section 3. Conditions To Use Of The Track

3.1 Definition. The term track shall be used to define the high performance driving portions of the facility. They shall include but not be limited to the road course and all of its connecting roads and any other area where high performance and/or off road driving will occur.

3.2 Medical. Member acknowledges his own personal responsibility to be in such physical and mental condition as to allow him to use the track without creating undue or unusual risk to himself or other persons. EMPRS may require Member and/or his invitees to provide a letter from such person's physician, or a physician selected by EMPRS, confirming that such person is fit to use the track. EMPRS may establish regulations regarding the medical condition of persons who use the track.

3.3 Age. No person under the age of 16 and a licensed driver shall be permitted to use the track. A parental waiver and release must be signed and on file for all minors.

3.4 Waivers and Releases. All Members, Family Members and their guests will be required to sign an insurance and liability waiver and release and an agreement to indemnify EMPRS and other releasees in substantially the form attached to this Agreement as Appendix "B", as the same may be amended from time to time.

3.5 Driver Qualifications. In order to use the track facilities, all drivers must have a valid driver's license issued by an appropriate governmental authority. In addition, each driver must have one of the following: a) A current competition license from a recognized road racing sanctioning body, b) A recent certificate of completion from a professional driving/riding school, or d) Have completed a EMPRS orientation course and have had a successful drivers/riders check ride by EMPRS staff. EMPRS will have the right to verify each driver's qualifications and place any driver in the respective driving level group it deems necessary.

3.6 Observation of Conditions. In consideration of being permitted to enter any restricted area (herein defined as including but not limited to the racing surface, pit areas, infield, vehicle dynamics area, paddock area, garages and all walkways and other areas appurtenant thereto), or being permitted to make use of the EMPRS

facilities, Member, for Member, Members invitees and Members personal representatives, heirs and next of kin, acknowledges, agrees and represents that Member will, immediately upon entering any restricted area, and continuously thereafter, inspect such restricted area or areas, and Member's continuing use of the facilities constitutes an acknowledgment that Member has inspected such restricted area or areas and accepts the same as being safe and reasonably suited for the purpose of Member's use, and Member further agrees that if at any time Member believes the restricted areas or any other part of the facilities to be unsafe, Member will immediately leave the facility and advise an appropriate representative of Member's observations.

3.7 Other Restrictions. In the interests of the safety of members and others, EMPRS may from time to time establish regulations limiting or restricting the rights of members and other persons to use the Track.

Section 4. Rules and Regulations

4.1 Rules and Regulations. EMPRS shall have the right to make rules and regulations for the use of all or any part of the EMPRS facilities, and their interpretation of those rules shall be final. All such rules and regulations shall become effective immediately upon posting a copy thereof in a conspicuous place on the EMPRS premises and shall apply thereafter to all members, their Family Members and their guests. Member agrees to be bound by the terms this Agreement and the Rules & Regulations of the EMPRS as attached to this agreement, and agrees to be bound by any and all changes, repeals, amendments or additions to such Rules & Regulations.

Section 5. Liability for Use of Property

Member is responsible to EMPRS for damages to the property and facilities caused by Member, Family Member, or guest, whether resulting from negligence or other cause.

Section 6. Advertising and Promotion Release

EMPRS, its duly authorized agents and assigns, may use Member's name and likeness and photographic, videotape and other images of Member, his Family Members and guests or their motor vehicles in any way and for any lawful purpose, and Member hereby relinquishes all rights thereto.

Section 7. Indemnity, Warranties, Remedies, Limitation of Liability

7.1 Acknowledgment. Member acknowledges and agrees that:

- Use of the facility is for the sole benefit of Member and his guests;
- Use of the facility is hazardous and involves extraordinary risk of serious personal injury or death, as well as the risk of damage to property;
- Member freely and willingly accepts and voluntarily assumes all risks of property damage, personal injury or death in connection with Member's presence at EMPRS and the use of the facilities, and the presence at EMPRS and use of the facilities by his or her Family Members or other invitees;
- The nature of the services to be provided under the terms of this Agreement make it appropriate, equitable and essential to provide for the allocation of the risks and liabilities, the limitation of remedies, and the indemnification of EMPRS and the other releasees, all as set forth by the Release and Waiver of Liability attached to this document and duly signed by member.

7.2 Covenant Not to Sue. **Member hereby releases, waives, discharges and covenants not to sue EMPRS, its other members, car owners, drivers, pit crews, track workers, any persons in any restricted area, promoters, sponsors, advertisers, and each of them, their respective officers, directors, employees, agents and**

representatives (herein referred to as “releasees) from all liability to Member, Members personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to Members person or property or resulting in the death of Member, whether caused by the negligence of the releasees or otherwise while Member is in or upon the restricted area competing, observing or for any other purpose whatsoever making use of the facilities.

7.3 Indemnification. Member hereby agrees to indemnify and save and hold harmless the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of Member or any of Member’s invitees in or upon the restricted area while competing, observing or for any other purpose whatsoever making use of the facilities, regardless whether caused by the negligence of any of the releasees or otherwise.

7.4 No Warranty. The facilities and all aspects of membership in EMPRS are made available for use "as is", and EMPRS makes no warranty as to their use or performance. Except to the extent any warranty, representation, term or condition cannot or may not be excluded or limited by law, EMPRS makes no warranty or representation either express or implied, whether by statute, common law, custom, usage or otherwise as to any matter including without limitation merchantability, satisfactory quality, or fitness for any particular purpose.

7.5 Limitation of Liability. In no event will EMPRS or the other releasees be liable to you for any damages, claims or costs whatsoever or any consequential, indirect, incidental or special damages, under any legal theory of liability arising out of this Agreement or the use of or inability to use the facilities. The foregoing limitations and exclusions apply to the extent permitted by applicable law.

Section 8. Suspension and Termination of Membership

8.1 Absolute Right of EMPRS. EMPRS shall have the right, in its sole and absolute discretion, to suspend or terminate the rights and privileges of membership of Member if Member (or any Family Members or guests of Member) shall:

- Willfully refuse or neglect to comply with the provisions of the MSCC Rules & Regulations.
- Engage in reckless or other conduct that endangers the safety of himself or any other person, or engages in other conduct that, in the sole judgment of EMPRS, is harmful to the interests of the Club.
- Fail to reinstate his membership within 60 days of suspension for non-payment of indebtedness to EMPRS.

8.2 Resignation. Member may resign his membership in the Club at any time by giving notice in writing to the Club, but shall continue to be liable for any indebtedness to the Club at the date of Member’s resignation.

8.3 Effect of Termination or Resignation. Member’s resignation, or the termination or suspension of his rights or membership, will not relieve Member from any liability to EMPRS or terminate Member’s obligations under Section 7. If Member is terminated pursuant to this Section 8, Member’s initiation fee and any unused dues shall be forfeited.

8.4 Membership Cards. All certificates, membership cards, and similar evidence of membership are the property of EMPRS and shall be surrendered to EMPRS upon termination.

8.5 Termination of All Memberships. EMPRS shall have the right, in its sole and absolute discretion, to terminate all memberships in the MSCC upon not less than one year's written notice. EMPRS shall also have the right, in its sole and absolute discretion, to terminate all memberships in the MSCC upon the occurrence of an event rendering the facilities unusable or beyond repair.

Section 9. Miscellaneous

9.1 Notices. Whenever notice is required to be given to Member, it may be given personally or by first-class mail, email, fax or other written communication, addressed to Member at the address of Member appearing on

the books of EMPRS.

9.2 Survival. The provisions of Sections 5, 6 and 7 shall survive the termination of this Agreement.

9.3 Force Majeure. If during the term of this Agreement there should arise or occur any event or circumstance beyond the reasonable control of EMPRS, including without limiting the generality of the foregoing, the action of government, flood, fire, strike, lock-out or other labor unrest, riot, civil unrest, terrorism, war (whether declared or undeclared), or an act of God, which prevents, restricts or delays EMPRS from duly performing any of its obligations under this Agreement, then during the period that such event or circumstance, or the effect thereof, continues, performance by EMPRS of such obligation will be suspended and excused to the extent that it is so prevented, restricted or delayed.

9.4 Assignment. A Member may not assign this Agreement or any of his, her or its rights hereunder. EMPRS may assign its rights under this agreement at any time. This Agreement shall be binding upon and inure to the benefit of Member's permitted heirs, executors, legal representatives and assigns and the successors and assigns of the Company.

9.5 No Waiver of Performance. The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

9.6 Severability. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

9.7 Entire Agreement. This Agreement represents the entire agreement of the parties and may be amended only by a writing signed by each of them.

9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, other than the conflicts of law provisions thereof. Venue of any dispute shall be exclusively in Bradford County, Florida.

9.9 Headings. The headings in this Agreement are for purposes of reference only and shall not in any way limit or affect the meaning or interpretation of any of the terms of this Agreement.

This Agreement is dated and effective as of _____, 20____.

EUROPEAN MOTORSPORT PARK & RALLY SCHOOL

By:

Name: _____

Title: _____

Member:

Signature

Name printed

Address

Telephone

E-mail

For office use only:

Member Type:

Membership #:

APPENDIX “A”

Membership Benefits & Pricing

Membership Type	Initiation Fee (one time payment)	Annual Fee
Individual Social	\$400	\$800
Family Social	\$800	\$1200
*Up to 2 adults & 2 children		
Individual Competition	\$1000	\$2400
Family Competition	\$1500	\$3600
*Up to 2 adults & 2 children		
Corporate Competition	\$2000	\$5500
*4 Memberships (24 track days per year each)		
Motorcycle Competition	\$600	\$1400
Lifetime Individual	\$30,000	No Annual Fees
*member-no track day fees		

Memberships include:

- 24 road course track days per year (competition membership only)
- 12 guest drivers per year
- Hard membership ID card
- Invitations to “Member’s Only” Social Events
- 10% discount on EMPRS Performance Driving Courses
- 10% discount on EMPRS Rally Driving & Riding Courses
- 10% discount on all other EMPRS Driving & Riding Courses
- Priority on “limited availability” on-site garages (based on membership ID number)
- Free entry on all EMPRS sanctioned events (must show hard card)
- EMPRS pro shop shirt & cap
- Guests welcome

Member Track Days

\$100/day

Guest Track Days (member must be present)

\$180/day

New Driver/Rider Orientation Course

\$100

For track days all drivers/riders must have full drivers license and have track experience. If no track experience you must attend our New Driver/Rider Orientation Course.

*all members are subject to a driver evaluation at the discretion of EMPRS

APPENDIX "B"

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

IN CONSIDERATION of my being permitted to compete, officiate, observe, work for, or participate in any way in the EVENTS at EMPRS for and during the calendar year of _____ or being permitted to enter for any purpose any RESTRICTED AREA (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), on behalf of myself, my personal representatives, heirs, and next of kin:

I acknowledge, agree and represent that I have or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which I enter, and further agree and warrant that, if at any time, I am in or about RESTRICTED AREAS, and I feel anything to be unsafe, I will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENTS.

I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE EUROPEAN RALLY PERFORMANCE DRIVING SCHOOL, INC., (EMPRS), ITS PARENT, SUBSIDIARY OR AFFILIATED ENTITIES, ITS AND THEIR MEMBERS OR EMPLOYEES, THE PROMOTERS, PARTICIPANTS, RACING ASSOCIATIONS, SANCTIONING ORGANIZATIONS OR ANY SUBDIVISION THEREOF, TRACK OPERATORS, TRACK OWNERS, OFFICIALS, CAR OWNERS, DRIVERS, PIT CREWS, RESCUE PERSONNEL, ANY PERSONS IN ANY RESTRICTED AREA, PROMOTERS, SPONSORS, ADVERTISERS, OWNERS AND LESSEES OF PREMISES USED TO CONDUCT THE EVENT(S), 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(S) AND EACH OF THEM, THEIR DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES, ALL FOR THE PURPOSES HEREIN REFERRED TO AS "RELEASEES," FROM ALL LIABILITY TO ME, MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN MY DEATH ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

Initials: _____

I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR ARISING OUT OF OR RELATED TO THE EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

I HEREBY ACKNOWLEDGE THAT THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ALSO EXPRESSLY ACKNOWLEDGE THAT INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

I HEREBY AGREE THAT THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK

AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS AND IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE PROVINCE OR STATE IN WHICH THE EVENT(S) IS/ARE CONDUCTED AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

To the maximum extent permitted by applicable law, I agree that in no event will EMPRS or the other releasees be liable to me for any damages, claims or costs whatsoever or any consequential, indirect, incidental or special damages, or any lost profits or lost savings, under any legal theory of liability arising out of this waiver or the use of or inability to use the facilities, even if a EMPRS representative has been advised of the possibility of such loss, damages, claims or costs or if such possibility was reasonably foreseeable. The foregoing limitations and exclusions apply to the extent permitted by applicable law. EMPRS's aggregate liability under or in connection with this release shall be limited to the sum of \$1,000. EMPRS is acting on behalf of all releasees for the purpose of disclaiming, excluding and limiting obligations, warranties and liability as provided in this Agreement, but in no other respects and for no other purpose.

Initials: _____

I HEREBY AGREE THIS AGREEMENT SHALL BE BINDING UPON AND ENFORCEABLE AGAINST ME, MY PERSONAL REPRESENTATIVES, SPOUSE, ASSIGNS, HEIRS, AND NEXT OF KIN WITHOUT LIMITATION AND SHALL BE IN FULL FORCE AND EFFECT FOR ALL EVENTS DURING THE CALENDAR YEAR _____.

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 any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

ALL SECTIONS MUST BE COMPLETED

APPLICANT Legal Signature _____

Date: _____

Applicant Printed Name _____