

RELEASE OF ALL CLAIMS AND COVENANT NOT TO SUE

This RELEASE AND COVENANT NOT TO SUE (“Release”) is made and entered into by and between _____ (“Dealer”) and _____ (“Purchaser”).

FOR AND IN CONSIDERATION of the promises and the mutual covenants herein exchanged and intending to be legally bound hereby, the parties hereto agree as follows:

1. Purchase and Sale; NO WARRANTIES.

1.1 Purchaser hereby agrees to purchase and Dealer agrees to sell the motor vehicles listed on page 3 of this Release (“Cars”) “as is.”

1.2 Purchaser acknowledges that parts of the Cars, including the engine, drive train, transmission, and brakes, may be used or rebuilt as delivered to Purchaser.

1.3 Dealer and 600 Racing, Inc., manufacturer of the Car (“600 Racing”), MAKE NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE CAR, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY DESIGN PATENT, COPYRIGHT OR UTILITY PATENT.

2. Release of Liability and Covenant Not to Sue.

2.1 Assumption of Risk. Purchaser understands that driving the Car at or near the speeds at which it is capable presents inherent and inevitable risks which can never be completely eliminated. Factors beyond the control of Dealer and of 600 Racing will affect the operational safety of the Car under these conditions. Such factors include, but are not limited to: (a) the skill and experience of the driver; (b) the performance by or on behalf of Purchaser of inspections, maintenance procedures, and repairs; (c) weather, lighting, and track conditions; (d) the presence of other operating Cars; and (e) the speed at which the Car is driven. PURCHASER UNDERSTANDS AND ACCEPTS ALL RISKS ASSOCIATED WITH MOTOR VEHICLE RACING AND HIGH-SPEED DRIVING. Purchaser further understands that the operator may lose control when driving the Car under racing conditions, and Purchaser accepts all risks associated with any such resulting loss of control.

2.2 Release and Covenant Not to Sue. PURCHASER AND HIS/HER SPOUSE, HEIRS, LEGAL REPRESENTATIVES, ASSIGNS, NEXT OF KIN AND INSURERS HEREBY RELEASE AND COVENANT NOT TO SUE DEALER AND 600 RACING, AND THEIR RESPECTIVE PARENT, SUBSIDIARY, AFFILIATED COMPANIES, AND JOINT TORT-FEASORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY AND ALL DAMAGES, LIABILITIES, CAUSES OF ACTION, JUDGEMENTS, AND CLAIMS FOR PERSONAL INJURY, DEATH AND PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE USE OF THE CAR, WHETHER NOW EXISTING OR ARISING IN THE FUTURE.

2.3 Indemnity. Purchaser further hereby agrees to indemnify and hold Dealer and 600 Racing and their respective parent, subsidiary, affiliate companies and joint tort-feasors, and their respective officers, directors, and employees, harmless from and against any and all damages, liabilities, causes of action, judgments, and claims for personal injury and property damage, and from any fees, expenses, or costs of any kind, including reasonable attorneys’ fees, incurred in connection with any damages, liabilities, causes of action, judgments, and claims brought, claimed, or asserted at any time on account of the use of the Car.

2.4 The foregoing Release, Covenant Not to Sue, and Indemnity are given in recognition of the inherent dangers of motor vehicle racing and high-speed driving and with the knowledge that Purchaser or third parties could be injured or killed during the use of the Car. The Release, Covenant Not to Sue and Indemnity are intended to protect the released and/or indemnified parties should the Purchaser or a third party later raise claims of negligence, defective design, defective manufacture, failure to warn, or conditions which otherwise would support the imposition of compensatory or punitive damages.

3. Damages. Under no circumstances shall Dealer or 600 Racing ever be liable to Purchaser under any theory for recovery of damages in excess of the purchase price of the Car.

4. Safe Operation. Purchaser agrees he/she will not drive the Car or allow others to drive the Car while impaired by drugs, alcohol, illness, or fatigue or during hazardous weather conditions. Purchaser agrees and acknowledges that the Car is not designed, equipped, or intended to be operated on public roads, off-road, or on any surface other than an INEX sanctioned automobile race track and Purchaser agrees he/she will not improperly operate or allow others to operate the Car in these or other conditions for which it was not designed.

5. Minors.

5.1 Purchaser hereby agrees that if he/she allows his or her minor children to operate, service or participate in the operation or servicing on the Car, that all terms of this Release, Waiver, Indemnity and Covenant Not to Sue shall apply to and be binding upon such minor child or children, and Purchaser hereby agrees on behalf of said child or children to release, waive, indemnify and never to sue Dealer or 600 Racing, or their respective parent, subsidiary, affiliated companies or joint tort-feasors, in accordance with all the other terms of this Agreement.

5.2 Purchaser agrees on behalf of him/herself and his spouse, heirs, legal representatives, assigns, next of kin, and insurers to release, waive and indemnify from liability and never to sue Dealer or 600 Racing, or their respective parent, subsidiary, affiliated companies or joint tort-feasors, for any injuries, medical expenses or death of any minor child allowed to operate, service, or participate in the operation or servicing on the Car.

6. General.

6.1 The Parties agree that this Agreement and any claim or controversy arising out of or related to it shall be governed by and construed according to the laws of the State of North Carolina. The Parties agree that the principal place of performance of this Agreement is Cabarrus County, North Carolina, that the federal or North Carolina courts of general civil jurisdiction for Cabarrus County, North Carolina shall be the exclusive forums for the adjudication of any and all such claims or controversies and that such courts shall have the right to exercise personal jurisdiction over them for such purpose. The Parties further agree that Cabarrus County, North Carolina is a convenient forum.

6.2 This Agreement was not executed in reliance upon any statement or representation and constitutes the complete expression of the entire agreement between the parties with respect to the subject matter hereof, all other or prior agreements, statements, representations whether written or oral, being merged herein. This Agreement may not be modified or amended orally or unilaterally but only by a writing signed by both parties.

6.3 Purchaser agrees and assumes the risk of serious injury, death and property damage. Purchaser agrees that the foregoing release, waiver, indemnity, and covenant not to sue is intended to be as broad and inclusive as permitted by law and that if any portion is held to be invalid, the remainder shall

continue in full force and effect. Purchaser agrees that this Agreement may be pleaded in complete bar to any action by him and his spouse, heirs, legal representatives, assigns, next of kin, and insurers.

IN WITNESS WHEREOF, the parties have executed this Agreement by the personal signature of the Purchaser and the duly authorized signature of Dealer/Seller as of the _____ day of _____, 200__.

PURCHASER REPRESENTS THAT HE/SHE HAS READ AND UNDERSTANDS THIS AGREEMENT, THAT HE/SHE IS EIGHTEEN (18) OR MORE YEARS OF AGE, AND THAT HE/SHE IS LEGALLY COMPETENT TO MAKE AND ENTER INTO THIS AGREEMENT.

Vehicle Identification Number: _____

Engine Identification Number: _____

DEALER/SELLER

By: _____
Authorized Signature of Dealer/Seller

Name of Authorized Dealer/Seller: _____

Printed Name: _____

Title: _____

PURCHASER

By: _____
Signature of Purchaser

Name: _____

Address: _____

City, ST, ZIP: _____

Daytime Phone: _____