

**Frank Hawley's Drag Racing School  
Terms And Conditions - Dragster Adventure**

Participant Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

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

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

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Occupation: \_\_\_\_\_ Email: \_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Waist: \_\_\_\_\_

DL Number & State: \_\_\_\_\_ Course Date: \_\_\_\_\_

I acknowledge that Frank Hawley and other representatives of Frank Hawley's Drag Racing School are experts in the field of drag racing. Frank Hawley or his representatives at Frank Hawley's Drag Racing School have the right to terminate my participation in the program of Frank Hawley's Drag Racing School in their sole and absolute judgment, including if they determine that my conduct could cause harm to me or others or damage to property. If my participation is terminated because my conduct has been determined to be unacceptable I will not receive any refund of any tuition I have paid.

If the course cannot be completed due to weather or mechanical conditions, I will be rescheduled to complete the remainder of my course. I understand that I will not receive a refund.

**Please initial one of the following statements:**

\_\_\_\_\_ I understand and agree that in addition to any other liability I may incur, I am responsible for the first Five Thousand Dollars (\$5,000.00) of accident damage caused to any vehicle or property owned by Frank Hawley's Drag Racing School or as a result of my acts or omissions at Frank Hawley's Drag Racing School. In the event I do not pay the full amount of damages upon request, I will be responsible for all costs of litigation including attorney's fees.

\_\_\_\_\_ I agree to pay Fifty Dollars (\$50.00) to reduce my liability damage from Five Thousand (\$5,000.00) Dollars of accident damage to One Thousand Dollars (\$1,000.00). I understand and agree that in addition to any other liability I may incur, I am responsible for the first One Thousand Dollars (\$1,000.00) of accident damage caused to any vehicle or property owned by Frank Hawley's Drag Racing School or as a result of my acts or omissions at Frank Hawley's Drag Racing School. In the event I do not pay the full amount of damages upon request, I will be responsible for all costs of litigation including attorney's fees.

**THE PROPERTY DAMAGE LIMIT SELECTED ABOVE (THE "PROPERTY DAMAGE LIMIT") APPLIES SOLELY TO PROPERTY DAMAGE TO VEHICLES OR OTHER TANGIBLE PROPERTY OWNED BY FRANK HAWLEY'S DRAG RACING SCHOOL, AND DOES NOT APPLY TO PROPERTY OWNED BY ANY THIRD PARTY, NOR TO PERSONAL INJURY, WRONGFUL DEATH, OR ANY OTHER TYPE OF LOSS OR DAMAGE.**

**I authorize all charges to be charged to my credit card for the course listed below. I also have attached a copy of the front and back of my driver's license and my credit card.**

\_\_\_\_\_  
Name of Student

\_\_\_\_\_  
Course

\_\_\_\_\_  
Date of Class

\_\_\_\_\_  
Signature of Card Holder

\_\_\_\_\_  
Credit Card Number

\_\_\_\_\_  
Exp. Date/V code

**Enrollment in any program is at the sole discretion of Frank Hawley's Drag Racing School**

BY SIGNING THIS APPLICATION, I AFFIRM THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE 1, WHICH ARE INCORPORATED HEREIN BY REFERENCE, AND I FULLY COMPREHEND SUCH TERMS AND CONDITIONS. I UNDERSTAND THAT I, ON BEHALF OF MYSELF AND THE RELEASORS, AM WAIVING SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE AND THE RIGHT TO A JURY TRIAL. I ACKNOWLEDGE THAT I AM EXECUTING / SIGNING THIS APPLICATION FREELY AND VOLUNTARILY, WITH THE INTENT THAT SUCH ACCEPTANCE CONSTITUTES A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

**IF APPLICANT IS UNDER THE AGE OF EIGHTEEN, PLEASE HAVE LEGAL GUARDIANS COMPLETE PAGE 3 OF THIS APPLICATION.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**IF A MINOR APPLICANT, PLEASE LEGIBLY AND CAREFULLY COMPLETE ALL PAGES OF THIS APPLICATION INCLUDING THIS SIGNATURE PAGE.**

BY SIGNING THIS APPLICATION INCLUDING THE TERMS AND CONDITIONS ATTACHED AS SCHEDULE 1 (COLLECTIVELY, THE "AGREEMENT"), THE APPLICANT'S PARENTS OR LEGAL GUARDIANS (THE "GUARDIANS") AFFIRM, ON BEHALF OF THEMSELVES AND THE APPLICANT, THAT (1) GUARDIANS HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ATTACHED HERETO AS SCHEDULE 1, WHICH ARE INCORPORATED HEREIN BY REFERENCE AND (2) GUARDIANS FULLY COMPREHEND SUCH TERMS AND CONDITIONS. GUARDIANS UNDERSTAND THAT THE APPLICANT, GUARDIANS, AND THE RELEASORS ARE WAIVING SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE AND THE RIGHT TO A JURY TRIAL. GUARDIANS ACKNOWLEDGE THAT THEY ARE EXECUTING/SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, WITH THE INTENT THAT SUCH ACCEPTANCE CONSTITUTES A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Guardians represent and warrant that Guardians (i) are the parents or legal guardians of the Applicant identified below; (ii) are of legal age and freely signing this Agreement without any inducement or assurance of any nature; and (iii) have read this Agreement in its entirety and understand that, by signing this Agreement, Guardians are giving up certain legal rights and remedies on behalf of themselves and the Applicant. Guardians agree that this Agreement is binding on both Guardians and the Applicant. In the event that only one Guardian executes this Agreement, such Guardian represents and warrants that they have sole custody and full legal authority to execute this Agreement, and agrees to indemnify, defend, and hold harmless IHRA from and against any and all liabilities, claims, damages, causes of action, costs and expenses of any kind arising out of or in connection to any assertion by the non-signing Guardian, parent, or other individual regarding absence or lack of consent.

For the avoidance of doubt, all references to "Participant" or "you" in the Terms and Conditions shall be deemed to include the Guardians and the Applicant.

**Printed name of Minor Applicant:** \_\_\_\_\_

**Minor Applicant Signature:** \_\_\_\_\_

**Guardian #1:** I have read this Agreement and understand its contents and intend to be legally bound hereby.

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

Name (print full name): \_\_\_\_\_

Relationship to Applicant: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

I represent that I have sole legal custody or am the sole parent/guardian.

**Guardian #2:** I have read this Agreement and understand its contents and intend to be legally bound hereby.

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

Name (print full name): \_\_\_\_\_

Relationship to Applicant: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

A notary public verifies only the identity of the individuals who have signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and Sworn to (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_, 20\_\_\_\_\_,

by \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Signature of Notary

## Schedule 1

### Terms and Conditions

These Terms and Conditions ("Terms and Conditions") are a legally binding agreement between you ("Participant" or "you") and Cuttell Motorsports, LLC dba IHRA ("IHRA"), the operator of the Frank Hawley's Drag Racing School (the "Program"), and as applicable, IHRA's subsidiaries, affiliates, and related entities ("Affiliates").

1. Acceptance of Terms. By enrolling in the Program, Participant acknowledges that they have read, understood, and agree to be bound by the Terms and Conditions set forth herein. These Terms and Conditions apply to: (i) all categories, classes, and activities of the Program, and (ii) any participation in or attendance at a Program Event (defined below) or related activities, including as a driver, on-track participant, fan, and spectator.
2. IHRA Rules. Participant acknowledges that these Terms and Conditions are subject and subordinate to and limited by all applicable rules, regulations, memoranda, resolutions, policies, procedures, guidelines, interpretations, directives of IHRA, and any other agreements and arrangements to which IHRA is (or after the date hereof may become) subject or by which IHRA or its assets are (or after the date hereof may become) bound, in each case, as they may be adopted, amended, or modified from time to time (collectively, the "IHRA Rules"). The IHRA Rules are subject to revision by IHRA in its sole and absolute discretion at such times as may be deemed necessary by IHRA. Member agrees to comply with all applicable IHRA Rules and will not commit any act or omission that will conflict with the IHRA Rules.
3. Assumption of Risk. A Participant who (i) participates in a Program Event (as a driver or other on-track participant) or (ii) attends a Program Event as a spectator, fan, visitor, or otherwise, understands and acknowledges that there are certain risks involved, including, but not limited to, concussion, serious injury, death or permanent disability, contact or collision with other persons, vehicles, or objects, head injury, spine injury, injury to the muscular or skeletal systems, injury to internal organs, scratches, bruises, contusions, strains, sprains, fractures, verbal abuse, loss and/or damage to sight, loss and/or damage to teeth, loss and/or damage to hearing, paralysis, inadequate or negligent first aid or emergency measures, weather-related hazards, and natural hazards. The foregoing risks may arise from, among other things, high-speed driving, collisions, mechanical failures, track conditions, and the actions of the drivers. Participant acknowledges and agrees that he or she is voluntarily participating in such activities or attending such events with the knowledge of the dangers involved and agrees to assume and accept all risks of such participation or attendance. For the purposes of these Terms and Conditions, "Program Event" means any event or activity in which one or more Participants operate a vehicle in connection with the Program and shall be deemed to include any related ancillary activities conducted in connection with such event or activity, including any Program classes and related activities.
4. Release, Waiver, and Indemnification.
  - a. In exchange for participating in the Program, Participant, on behalf of themselves and each of the other Releasers (as defined below), hereby releases and agrees not to sue IHRA, any racing track or facility designated as an IHRA "Member Track" or "Track Partner" (collectively, the "Member Tracks"), any track or facility that hosts a Program Event, any Affiliate, and each of the employees, officers, directors, direct and indirect owners, subcontractors, sponsors, business partners and agents of each of the foregoing entities, and all other participants, operators, vendors, agencies, sponsors, advertisers, and owners and lessees of premises used in connection with or related to participation in the Program (collectively, the "Releasees") from or for, as applicable, all present and future liabilities, claims, and causes of action of any kind, whether at law or in equity, that may be made by Participant or the Participant's family, estate, heirs, or assigns (collectively, the "Releasers") arising in any way as a result of or in connection with Participant's participation in the Program or associated activities, attendance at a Program Event, participation in Program Event, or use of any Program benefits, including but not limited to actions for property damage, personal injury, or wrongful death. Participant understands and agrees that the Releasees are not responsible for any death, injury, or property damage arising out of participation in the Program, EVEN IF CAUSED BY THEIR OWN NEGLIGENCE.
  - b. Participant also agrees to defend, indemnify, and hold harmless Releasees for all liabilities, claims, damages, causes of action, costs, and expenses of any kind arising out of or in connection with Participant's participation in a Program Event, attendance at a Program Event, or any and all related activities. Participant understands that this release and indemnification is intended to be as broad and inclusive as permitted by the laws in which the event or activity is taking place and agrees that if any portion of these Terms and Conditions is invalid, the remainder will continue in full force and legal effect. Solely with respect to property damage to vehicles or other tangible property owned by the Program, Participant's obligation to defend, indemnify, and hold harmless the Releasees shall be limited to the Property Damage Limit selected on page 1 of the Application.
  - c. Participant expressly waives all rights under Section 1542 of the Civil Code of the State of California, and under any and all similar laws of any jurisdiction. Participant acknowledges that Section 1542 of the Civil Code provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Participant acknowledges, on behalf of itself and each of the other Releasors, that the foregoing waiver of the provisions of Section 1542 of the California Civil Code is a material term and condition of these Terms and Conditions. Participant, for itself and each of the other Releasors, expressly acknowledges that these Terms and Conditions shall be given full force and effect in accordance with each and all of its express terms and provisions, including those terms and provisions relating to unknown and unsuspected claims, demands, and causes of action, if any, to the same effect as those terms and provisions relating to any other claims, demands, and causes of action hereinabove described. Participant further acknowledges, for itself and each of the other Releasors, that each is fully aware that they might hereafter discover facts or other information in addition to or different from those which they now know or believe to be true, with respect to the subject matter of the claims released in this Section 4.c. Nevertheless, the Releasors intend to hereby fully, finally, and forever settle and release all matters, disputes, differences, known or unknown, suspected or unsuspected, which might now exist or heretofore might exist in connection with such claims. The releases given herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts or information.

5. Emergency Medical Treatment. Participant hereby authorizes, gives permission, and voluntarily consents to the provision of any and all emergency medical/dental treatment and/or first aid, including authorizing any medical treatment facility/hospital to administer emergency treatment for any illness, injury, or accident resulting from participation in a Program Event. Except as otherwise agreed in writing, Participant acknowledges that medical insurance coverage will not be provided by IHRA or any Releasees. In addition, Participant hereby authorizes, gives permission, and voluntarily consents to having IHRA or medical providers appointed by IHRA or the applicable track, and their respective employees, agents, or affiliates arrange, direct, sign for, and consent to all routine or emergency medical care and treatment necessary to preserve the Participant's health in the event of accident, injury, sickness, etc., during participation in a Program Event or otherwise in connection with the Program. Participant acknowledges responsibility for reasonable charges in connection with the care and treatment rendered and agrees to the release of any medical records necessary for insurance purposes. Furthermore, Participant acknowledges that IHRA and medical providers appointed by IHRA and its respective employees, agents, or affiliates have not made any guarantees as to the effect of such care and treatment rendered.
6. Participant Representation and Warranties. Participant represents and warrants that (i) Participant is in excellent physical health and condition, and may participate in hazardous activities, including Program Events and other activities in relation to the Program; (ii) has no known condition that would impair its ability to safely participate in any event or activity related in any way to the Program, including a Program Event, or that would create danger for the Participant or others, including without limitation fainting, loss of balance, hemophilia or any clotting disorder, loss of muscular coordination, seizures, psychosis, or impaired and uncorrected vision; and (iii) is not (and will not be) under the influence of any medications, drugs, or substances that may impair Participant's ability to safely participate in any event or activity related in any way to Program Events, or that would create danger for the Participant or others, including without limitation blood thinners, amphetamines, cocaine, marijuana (cannabis, THC), opiates and phencyclidine (PCP); provided, if a medication is prescribed by a doctor, the Participant may request an exemption by disclosing it to IHRA for review and approval in accordance with IHRA Rules. The Participant shall immediately notify IHRA if the foregoing representations and warranties change, and in such case, Participant shall not participate in Program Events or other activities related to the Program.
7. LIMITATION OF LIABILITY; DISCLAIMERS. THE RELEASEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY AND ALL DEMANDS, RIGHTS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE, ARISING OUT OF ALL KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN, BODILY AND PERSONAL INJURIES, DAMAGE TO PROPERTY, AND THE CONSEQUENCES THEREOF, INCLUDING ANY INJURY, DAMAGE, DEATH, OR DISABILITY ARISING IN ANY WAY AS A RESULT OF OR IN CONNECTION WITH THE PROGRAM, INCLUDING PARTICIPANT'S PARTICIPATION IN ANY PROGRAM EVENT, PARTICIPANT'S ATTENDANCE AT ANY PROGRAM EVENT, AND ANY AND ALL RELATED ACTIVITIES, INCLUDING AS A RESULT OF THE NEGLIGENCE OF THE RELEASEES OR THE COST OF PROCUREMENT OF GOODS AND SERVICES IN CONNECTION WITH AN EVENT. TO THE FULLEST EXTENT PERMITTED BY LAW AND WITHOUT LIMITING SECTION 4, THE TOTAL LIABILITY OF THE RELEASEES AS A RESULT OF OR IN CONNECTION WITH THE PROGRAM, THE USE OF A VEHICLE, PARTICIPANT'S PARTICIPATION IN ANY PROGRAM EVENT, PARTICIPANT'S ATTENDANCE AT ANY PROGRAM EVENT, AND ANY AND ALL RELATED ACTIVITIES WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF \$10,000. PARTICIPANT EXPRESSLY AGREES THAT PARTICIPATION IN THE PROGRAM, USE OF A VEHICLE, PARTICIPATION IN ANY PROGRAM EVENT, OR ATTENDANCE AT A PROGRAM EVENT IS AT PARTICIPANT'S SOLE RISK. THE RELEASEES EXPRESSLY

DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IF A VEHICLE IS PROVIDED TO PARTICIPANT BY ANY RELEASEE IN CONNECTION WITH THE PROGRAM OR ANY PROGRAM EVENT, SUCH VEHICLE IS PROVIDED "AS IS" AND "WITH ALL FAULTS." PARTICIPANT ACKNOWLEDGES AND AGREES THAT PARTICIPANT IS SOLELY RESPONSIBLE FOR INSPECTING ANY SUCH VEHICLE PRIOR TO USE AND FOR PROMPTLY NOTIFYING IHRA OF ANY UNSAFE CONDITION, DEFECT, MALFUNCTION, OR OTHER ISSUE. PARTICIPANT ASSUMES ALL RISKS ASSOCIATED WITH THE USE OR OPERATION OF ANY SUCH VEHICLE AND AGREES NOT TO OPERATE THE VEHICLE IF PARTICIPANT BELIEVES IT TO BE UNSAFE OR DEFECTIVE.

8. Training Disclaimer. The Program is intended for education purposes only. Completion of any Program Event does not guarantee any specific outcomes, including but not limited to improved driving skill, competitive success, or safety outcomes. The Program makes no representations or guarantees regarding performance improvement, competitiveness, race outcomes, or accident avoidance. Operation of a vehicle is an inherently dangerous activity that involves significant risks of injury, death, and property damage. Participation in the Program does not eliminate or reduce these risks.
9. Termination and Modifications. IHRA reserves the right to modify, suspend, or terminate the Program, or any aspect thereof, at any time. Participants will be notified of significant changes. Continued participation after modifications constitutes acceptance of the revised Terms and Conditions. Participation in the Program is subject to these Terms and Conditions, which may be updated from time to time by IHRA in IHRA's sole discretion.
10. Governing Law and Dispute Resolution. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Ohio, excluding its conflict of law rules. Participant expressly consents and agrees to submit to the exclusive jurisdiction and venue of the state and U.S. federal courts located in Cincinnati, Ohio (and any court having appellate jurisdiction therefrom) in all disputes arising out of or relating to these Terms and Conditions. Participant agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
11. WAIVER OF JURY TRIAL. IHRA AND PARTICIPANT ON BEHALF OF ITSELF AND THE OTHER RELEASORS IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, THE PROGRAM, THE USE OF A VEHICLE, PARTICIPANT'S PARTICIPATION IN ANY PROGRAM EVENT, PARTICIPANT'S ATTENDANCE AT ANY PROGRAM EVENT, AND ANY AND ALL RELATED ACTIVITIES. PARTICIPANT CERTIFIES AND ACKNOWLEDGES THAT: (A) NO REPRESENTATIVE OF IHRA HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IHRA WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (D) IT HAS DECIDED TO ENTER INTO THESE TERMS IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.
12. Severability; Entire Agreement. Participant acknowledges that these Terms and Conditions are intended to be as broad and inclusive as is permitted by law and that if any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. These Terms and Conditions constitute the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous oral or written agreements, representations, or understandings. These Terms and Conditions govern the application for the Program, including without limitation, a Participant's participation in Program Events.