**CAR DAMAGE LIABILITY AGREEMENT:**

# [Insert Your Company] – [Insert Sanctioning Body] RACE

[Insert Your Company Name] is providing you with the opportunity to experience the true potential of some very capable and somewhat expensive race cars. The financial risk of a crash is enormous – we pass this risk on to you in hopes that your driving will be tempered by the knowledge that you are liable for any damage sustained while you are in the race car.

Even though crash damage at these races is relatively rare, you need to understand your

crash damage liability. In order for you to participate in an event using a car provided by [Insert Your Company], you hereby agree, by signing this form in the space provided below, that you will pay to [Insert Your Company], in accordance with this Agreement, all the parts, labor, and other expenses required to repair or replace any car or other [Insert Your Company] equipment, or any guardrail or other racetrack property for which [Insert Your Company] is billed on your behalf by the track or sponsoring organization, as a result of your participation in that Race.

Liability for crash damage will be determined using eyewitness accounts and onboard video equipment located in the race car. All crash damage liabilities must be paid within 30 days after invoice; late payments subject to a charge of 1% per month. Any consumable damage (i.e. a cut-down tire) will be billed on a pro-rated basis based on the original purchase price of the item. Any non-consumable damage (severe damage to the vehicle and/or installed systems, suspension or engine damage) will be billed based on actual replacement cost.

This Agreement and all obligations arising pursuant to this Agreement shall be governed

by the laws of the [Your Companies State], excluding its conflicts of law rules, as though this Agreement was made and performed entirely within that State. Any dispute arising out of or relating to the making or performance of this Agreement shall be resolved in the

State or Federal courts in the [Your companies state]. The parties hereby expressly waive

all defenses and objections related to personal jurisdiction or venue or inconvenient

forum. The prevailing party shall be awarded its reasonable expenses and attorneys fees

of the suit and collection of judgment. Any resulting judgment may be enforced in any

jurisdiction where a party may be found.

I HAVE READ THIS AGREEMENT AND ACCEPT ALL ITS TERMS BY

SIGNING BELOW.

I agree to all the terms and conditions of this Agreement. I agree to pay all Damage.

Participant’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date(s) of Race: \_\_\_\_\_\_\_\_\_\_\_\_\_