

## **The Policaro Foundation Track Experience Release of Liability, Waiver of Claims and Assumption of Risks**

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION. Please Read Carefully!

In consideration of **THE POLICARO FOUNDATION** (the "**Foundation**") permitting the individual named below ("**I**" or "**me**") to attend the Policaro Foundation Track Experience on September 10, 2025, to receive automotive instruction, assistance and support from representatives of the Foundation and/or affiliated entities, and to participate in recreational motorsport racing activities (collectively the "**Activities**"), and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

### **ASSUMPTION OF RISKS**

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES INVOLVE MANY RISKS, DANGERS AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE FOUNDATION OR OTHERWISE.

I hereby expressly waive and release any and all claims which I have or may in the future have against the Foundation, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors and assigns (collectively, "**Releasees**"), on account of injury, death or property damage arising out of or attributable to the Activities, due to any cause whatsoever, including without limitation the negligence of the Foundation or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against the Foundation or any other Releasee, and forever release and discharge the Foundation and all other Releasees from liability under such claims.

I SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE FOUNDATION AND ALL OTHER RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE LEGAL FEES, IN CONNECTION WITH ANY THIRD-PARTY CLAIM, SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RESULTING, IN WHOLE OR IN PART, FROM MY NEGLIGENCE OR RECKLESS BEHAVIOR.

This Agreement constitutes the entire agreement of the Foundation and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall ensure to the benefit of me and my heirs and next-of-kin, and the Foundation and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of Ontario, and I hereby consent to the exclusive jurisdiction of such courts.

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE FOUNDATION AND THE RELEASEES.**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date