

**CAR DAMAGE LIABILITY LIMITATION AGREEMENT:  
SKIP BARBER MX-5 CUP THREE DAY RACING SCHOOL**

Our Skip Barber MX-5 Cup Three Day Racing School provides you with the opportunity to experience the true potential of some very capable and expensive race cars. The financial risk of a crash is enormous – it can be the entire value of one or more cars. This risk discourages many owners from ever taking their own car onto a race track. We solve the problem by providing you with our cars to drive, and providing reasonable limitations on your maximum possible damage liability.

Even though crash damage in our schools is relatively rare, you need to understand your crash damage liability. In order for you to participate in a Skip Barber MX-5 Cup Three Day Racing School, you hereby agree, by signing this form in the space provided below, that you will pay to Skip Barber Racing School LLC, in accordance with this Agreement, all the parts, labor, and other expenses required to repair or replace any car or other Skip Barber equipment, or any guardrail or other racetrack property which is damaged or disarranged (collectively termed “Damage”) as a result of your participation in that School.

**Your liability for damage is unlimited; however your damage can be limited to a maximum of \$4,000 per incident by signing in the appropriate space below and paying \$ 500 per School prior to the commencement of the first day of the School.** (It is possible you can have more than one incident per day, or over the course of a School.)

You will be responsible, but only up to your maximum liability limit, for any Damage which may occur during or as a result of your operation of a School car, regardless of cause or fault. Skip Barber instructors closely supervise every School activity. In the unlikely event of an incident involving more than one car, Skip Barber is not required to, but may, in its sole discretion, rely upon these instructors’ recommendations to apportion the drivers’ respective errors or fault as a percentage of the total Damages incurred by all vehicles and other property, and then to apply each individual driver’s liability limitation to his or her respective share of the total Damages.

All crash damage liabilities must be paid within 30 days after invoice; late payments subject to a charge of 1% per month.

This Agreement and all obligations arising pursuant to this Agreement shall be governed by the laws of the State of Connecticut, 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 State of Connecticut. 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 IN ONE OF THE TWO SPACES PROVIDED BELOW.**

**1. IF YOU WANT THE DAMAGE REDUCTION:**

I agree to all the terms and conditions of this Agreement. I accept the reduction of maximum Damage liability to **\$4000 per incident**, and I understand that this reduction does not become effective unless and until I have made full payment of \$500 per Skip Barber MX-5 Cup Three Day Racing School prior to the commencement of the first day of the School.

charge the following card: \_\_\_\_\_  
Exp. \_\_\_/\_\_\_ CVV \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Billing Address \_\_\_\_\_  
\_\_\_\_\_

**2. IF YOU DO NOT WANT THE DAMAGE REDUCTION:**

I agree to all the terms and conditions of this Agreement. I acknowledge that **I do not want to limit my liability for Damage to \$4000 per incident**, and I hereby waive my opportunity to do so. **I agree to pay all Damage.**

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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