



**CAR DAMAGE LIABILITY LIMITATION AGREEMENT:
SKIP BARBER RACING SCHOOLS &
HIGH PERFORMANCE DRIVING SCHOOLS
PARENTAL AGREEMENT FOR MINORS**

The undersigned is the parent or legal guardian of [*name:*] _____
_____, [address:] _____
_____ (referred to herein as the "Minor"). In consideration of the Minor being permitted to participate in a Skip Barber Day Racing School or High Performance Driving School, I hereby represent and agree, on behalf of the Minor, and on behalf of myself and the Minor's other parents and guardians, if any, as follows:

Skip Barber Racing School provides the Minor with the opportunity to experience the true potential of some very capable and expensive cars. The financial risk of a crash is enormous – it can be the entire value of one or more cars. This risk discourages many parents from ever allowing the Minor to take their own car onto a race track. We solve the problem by providing the Minor with our cars to drive, and providing reasonable limitations on your and the Minor's maximum possible damage liability.

Even though crash damage in Skip Barber schools is relatively rare, the Minor and his parents/guardian need to understand their crash damage liability. In order for the Minor to participate in a Skip Barber Racing School program, the parents/guardians hereby agree, by signing this form in the space provided below, that they 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 the Minor's operation of a School car.

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 \$250 per day prior to the commencement of the first day of the School. (It is possible the Minor can have more than one incident per day, or over the course of a School.)

You are not permitted to disengage any electronic driver aid. In certain infield exercises a SBRS instructor may temporarily disengage and re-engage the electronic driver aids for you. The HPDS cars' systems record systems disengagements. **If for any reason you disengage any electronic driver aids and incur crash damage, then your damage liability will be unlimited regardless of whether you have purchased the damage liability limitation described in the preceding paragraph.**

The parents/guardians will each be responsible, but only up to the maximum liability limit, for any Damage which may occur during or as a result of the Minor's 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 by valid credit card upon presentation of the crash damage estimate.

This Agreement and all obligations arising pursuant to this Agreement shall be governed by the laws of the State of Georgia, 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 Georgia. The Skip Barber Racing School LLC, you individually, and you on behalf of the Minor and the other parent/guardians 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 attorney's fees arising out of the suit and collection of judgment. Any resulting judgment may be enforced in any jurisdiction where a party may be found.

The undersigned hereby consents to the Minor's participation in the Skip Barber Racing School program specified below, in accordance with the rules and conditions applicable to such schools. The parents/guardians hereby agree to be jointly and severally liable with the Minor to Skip Barber Racing School LLC for all Damage liabilities set forth in this Agreement.

I have informed the Minor and the Minor's other parent and guardians, if any, of the terms and conditions and obligations of this Agreement. I have full authority to execute this Agreement on behalf of the Minor and myself individually and each such other parent and guardian.

THE UNDERSIGNED HAS READ THIS AGREEMENT AND ACCEPTS ALL ITS TERMS BY SIGNING IN ONE OF THE TWO SPACES PROVIDED ON THE NEXT PAGE.

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 damage to **\$4,000 per incident**, and I understand that this reduction does not become effective unless and until I have made full payment of \$250 per day for each day of the Skip Barber Racing School program prior to the commencement of the first day of the School.

Charge the following card: _____

Exp. ___/___ CVV _____ (3 digit code on the back of card or 4 digit code on front of card)

Parent/Guardian'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 \$4,000 per incident**, and I hereby waive my opportunity to do so. I agree to pay all Damage.

Parent/Guardian's Signature: _____ Date: _____

Printed Name: _____ Date(s) of School: _____

Parent/Guardian's Address: _____

Telephone: _____

Email: _____

MINORS CONSENT:

I HAVE READ THIS AGREEMENT AND CONSENT TO PARTICIPATE IN THE SKIP BARBER RACING SCHOOL PROGRAM SPECIFIED ABOVE, IN ACCORDANCE WITH THE RULES AND CONDITIONS APPLICABLE TO SUCH SCHOOL. I HEREBY AGREE TO BE JOINTLY AND SEVERALLY LIABLE WITH MY PARENTS/GUARDIANS TO SKIP BARBER RACING SCHOOL LLC FOR ALL DAMAGE LIABILITIES AND TO BE BOUND BY ALL OTHER TERMS SET FORTH IN THE ABOVE AGREEMENT.

Minor's Signature: _____ Date: _____

Printed Name: _____ Date(s) of School: _____

Minors' Address: _____

Telephone: _____

Email: _____