

WAIVER AND RELEASE FROM LIABILITY GT CAR TOURS, LLC

I _____, agree for myself and my heirs, executors, administrators, assigns or personal representatives (collectively, "Participant") to enter into this Waiver and Release of Liability (hereinafter the "Agreement") in exchange for allowing myself and my guests to participate in tours run by GT Car Tours, LLC and the employees, agents, and representatives of GT Car Tours, LLC (collectively, "GT Car Tours"). The activities consist of operating a motor vehicle, being a passenger in such a motor vehicle, which may include negotiation of unfamiliar terrain and roadways while operating or riding in a motor vehicle.

In consideration of being permitted to participate in the vehicle tour ("Tour") provided by GT Car Tours, I acknowledge and agree as follows:

1. I understand that I am voluntarily participating in the Tour at my own risk, and I am in appropriate health and physical condition to participate in the Tour. I am eighteen (18) years of age or older, fully qualified to operate my vehicle, and have all the insurance necessary to participate in the Tour. **I am voluntarily participating in the Tour with the knowledge of the potential danger involved and by execution of this document accept all risks of injury and death related to all activities of the Tour, including without limitation, the operation of a motor vehicle by myself and others participating in the Tour on all roadways, terrain, and geographic areas, and all other activities of the Tour.**
2. I recognize that there are certain inherent risks associated with my participation in the Tour, and I assume full responsibility for personal injury to myself and (if applicable) my guests, and further release and discharge GT Car Tours for injury, loss or damage arising out of the use of or presence of other the vehicles on the Tour, whether caused by the fault of myself, my guest, GT Car Tours employees and representatives, or other third parties. The risks include, but are not limited to, those caused by terrain, road hazards, facilities, land boundaries, water hazards, temperature, weather, lack of hydration, equipment, vehicular traffic, animals, debris, and the actions of others. Nonetheless, I assume all related risk, both known and unknown to me and any guest of mine, for the participation in the Tour and any related activities.
3. **I agree to waive all claims against GT Car Tours and its employees, agents, and representatives for negligence and other torts, excepting only gross negligence and willful misconduct of GT Car Tours or its employees, agents, or representatives.**
4. I further understand and agree:
 - I am wholly responsible for the operation of my vehicle and am responsible for any negligence, gross negligence, or willful misconduct in the operation of my vehicle; and

- participants in the Tour may drive at different paces, but I am wholly responsible for how I operate my vehicle.
5. **I agree to indemnify and hold harmless GT Car Tours and its employees, agents, and representatives against any and all causes of action, damages, judgments, costs of expenses, including attorney fees and other litigation costs resulting from injuries or illness (including death), damages, or loss, including, but not limited to attorney fees, sustained by any person that arise out of, or is connected with, or in any way associated with my participation in the Tour and related activities.**
 6. GT Car Tours is not responsible for any loss, theft, or damage to personal property brought to the Tour or left at one of the stops along the Tour, and I release GT Car Tours from any liability for such loss, theft, or damage.
 7. I agree to pay for all damage to the property of GT Car Tours caused by any negligent, reckless or willful action by me or any of my guests.
 8. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by any member of GT Car Tours or its employees, representatives, and agents. Additionally, I agree that neither I nor any guest of mine will participate in the Tour while under the influence of alcohol or any intoxicating substances.
 9. Any legal or equitable claim that may arise from participation in the above-described activities shall be governed by and resolved in accordance with the laws of the State of Texas, excluding any conflict-of-law rule or principle that might refer to the governance or the construction of this note to the law of another jurisdiction. For any legal or equitable claim that may arise from my participation in the above-described activities, I irrevocably (a) submit to the jurisdiction of any state or federal court in Travis County, Texas; (b) agree that any such proceeding may be heard and determined in such court; (c) waive, to the fullest extent permitted by law, the defense of inconvenient forum to the maintenance of any such proceeding in such jurisdiction; (4) waive any claim that any such courts lack personal jurisdiction over me; and (5) agree not to plead or claim, in any such proceeding, that such courts lack personal jurisdiction over me.
 10. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that GT Car Tours has offered to refund any fees I have paid if I choose not to sign this Agreement.
 11. **This release and waiver is intended to be as broad and inclusive as permitted by law.** The invalidity or unenforceability of any provisions of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such

provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

SIGNED STATEMENT OF AWARENESS

I represent that I have read and understand the foregoing agreement, waiver and liability release, and assumption of risk agreement. I understand that by signing this document I am giving up certain rights to sue today and in the future. I attest that all facts stated in this document are true and correct; I am signing this while of sound mind and not suffering from shock, or under the influence of alcohol, drugs, or any other intoxicants. I have read this document and understand it.

Participant Signature

Date

Participant Name