

SCENIC ROAD RALLIES LLC/SCENIC ROAD TOURS WAIVER/DISCLAIMER

1. Definitions: For the purposes of this Agreement, the following terms are specifically defined:

a. "USER" means the person or entity identified below as "USER".

b. "The TOUR GUIDE PACKET" means the document received by the User which lists specific directions to navigate the User along said route.

2. Limits on Use and Termination of Right to Use.

a. User agrees to the following limits on use:

1. The Tour Guide Packet will not be duplicated in any way including but not limited to photographed, copied, scanned or other uses of duplication.

2. The Tour Guide Packet is for noncommercial use only. User will not use the Tour Guide Packet or individual information contained in the Tour Guide Packet for Public, Commercial or Governmental use. All material downloaded from the Scenic Road Rallies LLC/Scenic Road Tours website is copyrighted. Any unauthorized use of these images and material may violate copyright laws and will result in legal action by Scenic Road Rallies LLC/Scenic Road Tours.

3. The User will not drive in a reckless or careless manner and will adhere to all local, state and federal traffic laws while in possession of The Tour Guide Packet.

4. The User and all passengers in the Users vehicle will use seatbelts at all times while in possession of The Tour Guide Packet. Motorcyclist Users will adhere to all local and state laws regarding use of a helmet.

5. The User and passengers will not be impaired by the use of narcotics, alcohol, intoxicants or drugs while in possession of The Tour Guide Packet.

b. In the event of any violation of the limits on use or any other provision of this Agreement, Scenic Road Rallies LLC/Scenic Road Tours automatically, without any further notice to User, terminates their right to use The Tour Guide Packet and Scenic Road Rallies LLC/Scenic Road Tours retains any other rights and remedies provided by Law. Scenic Road Rallies LLC/Scenic Road Tours has the right to seize The Tour Guide Packet without legal process or notice to User. User hereby waives all claims for damages connected with such seizure, and shall pay all expenses incurred by Scenic Road Rallies LLC/Scenic Road Tours to retrieve The Tour Guide Packet.

3. Indemnification by User. User shall defend, indemnify and hold Scenic Road Rallies LLC/Scenic Road Tours harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees, and other expenses incurred by Scenic Road Rallies LLC/Scenic Road Tours in any manner from the use of The Tour Guide Packet by any person, including claims of, or liabilities to, third parties.

4. Power of Attorney. User hereby grants and appoints to Scenic Road Rallies LLC/Scenic Road Tours a Limited Power of Attorney:

a. To present insurance claims of any type to Users insurance carrier and/or credit card company if:

ii. Any liability claims against Scenic Road Rallies LLC/Scenic Road Tours arise in connection with the use of the Tour Guide Packet and User fails to defend, indemnify and hold Scenic Road Rallies LLC/Scenic Road Tours harmless from such claims;

b. To endorse Users name to entitle Scenic Road Rallies LLC/Scenic Road Tours to receive insurance payments directly for any such claims, damages, liabilities or charges.

5. User understands and agrees that if at any time User feels that any aspect or condition of the road course laid out in the Tour Guide Packet is UNSAFE, USER WILL IMMEDIATELY TAKE ALL NECESSARY PRECAUTIONS TO AVOID THE UNSAFE AREA AND WILL REFUSE TO DRIVE FURTHER ON THE PRESCRIBED COURSE. USER WILL IMMEDIATELY NOTIFY SCENIC ROAD RALLIES LLC/SCENIC ROAD TOURS OF THE DANGEROUS CONDITIONS.

6. Although Scenic Road Rallies LLC/Scenic Road Tours will go to great lengths to assure accuracy of the Tour Guide Packet, they will not be held responsible for misinformation, typographical errors, inaccuracies or mistakes on the Tour Guide Packet.

7. User will have at least one passenger to read the directions from the Tour Guide Packet in order for the User to drive the vehicle without distraction.

8. User understands that driving on the road course using the Tour Guide Packet involves RISKS AND DANGERS, as does any roadway vehicular activity and further that the risks and dangers can be of a serious nature including BODILY INJURY. PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS").

9. User understands that road conditions may vary from County to County and day to day. It is the Users responsibility to avoid driving on dangerous roads including but not limited to roads that are flooded, damaged or poorly maintained.

10. User understands that the social and economic losses that accompany the RISKS and/or dangers which could result from these RISKS COULD BE SEVERE.

11. These RISKS may be caused by the Users own actions or inactions, or could be caused by the actions or inactions of others, the condition and layout of the prescribed course, or the negligence of other motor vehicle operators. There may be other RISKS NOT KNOWN TO THE USER OR REDILY FORSEEABLE.

12. USER ACCEPTS SUCH RISKS AND RESPONSIBILITIES FOR THE LOSSES AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED IN WHOLE OR IN PART BY SCENIC ROAD

RALLIES LLC/SCENIC ROAD TOURS. USER HEREBY RELEASES AND AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS SCENIC ROAD RALLIES LLC/SCENIC ROAD TOURS AND THEIR EMPLOYEES, OWNERS, OFFICERS, DIRECTORS, SPONSORS, ADVERTISERS, AND AGENTS FROM ALL LIABILITY FROM ANY LOSS OR DAMAGE AND ANY CLAIM OR DEMANDS OF INJURY OR DAMAGE ARISING OUT OF OR RELATED TO THE TOUR GUIDE PACKET AND ROAD COURSE.

13. Should any term, condition or provision of this Agreement be found to be invalid or unenforceable, such finding shall in no way affect the validity or enforceability of any of the other terms, conditions and provisions hereof, and such other terms, conditions and provisions shall be valid and enforceable as if the invalid or unenforceable term(s), condition(s) or provision(s) was (were) never a part hereof.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana. No claim, demand, action, proceeding, litigation, arbitration, hearing, motion, or lawsuit arising herefrom or with respect hereto shall be commenced or prosecuted in any jurisdiction other than the State of Indiana, Dearborn County, and any judgment, determination, finding or conclusion reached or rendered in any other jurisdiction shall be null and void between the parties hereto.

ACKNOWLEDGMENT OF THE ENTIRE AGREEMENT.

User expressly acknowledges that User the Users passengers and Scenic Road Rallies LLC/Scenic Road Tours are the only parties to this Agreement. For matters arising from this Agreement, User authorizes Scenic Road Rallies LLC/Scenic Road Tours to verify and or obtain Users insurance information. This Agreement is the entire Agreement between User and Scenic Road Rallies LLC/Scenic Road Tours and cannot be altered by another document or oral agreement unless agreed to in writing and signed by User and Scenic Road Rallies LLC/Scenic Road Tours.

I have read and agree to the terms and conditions of this agreement and by clicking the Register below I am the "User" under this agreement. I certify that I am at least 21 years of age and my drivers license is currently valid and is not suspended, expired, revoked, cancelled or surrendered. I also certify that my liability insurance is currently valid and is not suspended, expired, revoked, cancelled or surrendered. If either my drivers license or liability insurance becomes invalid, suspended, expired, revoked, cancelled or surrendered, I will not use a motor vehicle or any of the Scenic Road Rallies LLC/Scenic Road Tours, Tour Guide Packets. I will be responsible for enforcing the use of seatbelts or helmets for myself and all passengers.