

MSR HOUSTON
XPERIENCES LIABILITY OF DAMAGES AGREEMENT

Agreement made this _____ by and between **MSR HOUSTON, LLC** hereinafter referred to as **LESSOR**, and:

Name: _____ Phone Number: _____

Address: _____

together with all officers, agents, partners, employees, assigns, heirs, personal representatives, or otherwise; hereinafter collectively referred to as **LESSEE**.

The **Mercedes C63 AMG Xperience vehicle** is intended for use as a high speed and high performance racing vehicle. There are risks and dangers associated with the operation and/or racing of a high speed and high performance vehicles and there is a substantial possibility of serious physical injury or death.

The **Mercedes C63 AMG Xperience vehicle** will not withstand all foreseeable impacts which may occur during its normal intended use as a racing vehicle without possible injury to or death of the driver, or damage to the vehicle which may affect its performance and safe use.

Other participants, their vehicles, track conditions, and other factors contribute to the above dangers and risks. There may be other risks and dangers, both known and unknown and otherwise, not reasonably foreseeable.

LESSEE herein acknowledges that he has read the warning stated herein and that he voluntarily accepts, assumes, and incurs all such risks, dangers, and damages ensuing from such injury or death, however caused, and whether caused in whole or in part by the negligence of the **LESSOR**.

LESSEE: _____

Section 1 - - - Mutual Covenants

1. **LESSOR** agrees to temporarily lease to **LESSEE** and **LESSEE** agrees to temporarily lease from **LESSOR** a **Mercedes C63 AMG Xperience vehicle** hereinafter referred to as **C63**, for participation in one racing event further described as follows _____ and hereinafter referred to as the **EVENT**.

Section 2 - - - LESSEE

1. **LESSEE** shall leave credit card number with **LESSOR** not later than 24 hours prior to the **EVENT** as a good faith measure.
2. **LESSEE** shall be responsible for payment of repairs for any damage to the **C63**, other than normal wear and tear, arising from any incident which occurs while the **C63** is in the possession and control of **LESSEE**, including but not limited to incidents involving **LESSEE's** error, neglect, and/or abuse of the **C63**. It is specifically noted that **LESSEE** is liable for the entire value of the **C63** established as \$90,000. Specific types of damage for which the **LESSEE** shall be liable include but are not limited to the following: flat spotting tires, engine damage due to excessive RPM (see below) or overheating, damage due to car-to-car contact or off-course driving, damage to the appearance of the **C63**, damage to the gearbox or clutch from improper shifting, or any other damage caused by **LESSEE'S** neglect and or abuse.

LESSEE: _____

Penalties for Excessive Engine RPM: 0	-	6000	None	
	6001	-	6500	\$50.00
	6501	-	7000	\$200.00
	7001	-	7500	\$400.00
	7501	-	8000	\$800.00
	Over 8000			\$1,200.00

Engine tachometer “telltale” RPM will be checked after each session and fines will be cumulative for all sessions.

Any RPM in excess of 7000 RPM will necessitate an engine leakdown test to determine the extent of damage to the engine. No leakdown reading in excess of 10% (ten percent) on any cylinder is allowed. If leakdown test does not indicate engine damage, **LESSEE** pays the fines. If the leakdown test does indicate damage, **LESSEE** pays the cost to repair the engine damage.

3. **LESSEE** shall be responsible and liable for payment of repairs for any damage to the **C63**. Labor shall be performed at the on-site shop labor rate of \$100.00/hour.
4. **LESSEE** shall pay for the repairs within 10 (ten) days after the completion of the repairs and notification of the repair cost.
5. **LESSEE** shall assume liability for injury, disability, or death of any person or persons and/or damage or destruction of property caused or occasioned by the operation or handling of the **C63** by **LESSEE**.
6. **LESSEE** shall indemnify and hold harmless **LESSOR**, and its agents, servants, employees, officers, directors, shareholders, and sponsors from any and all liability, loss or damage **LESSOR** may suffer as a result of claims, demands, costs or judgments against **LESSOR** arising out of any occurrence caused or occasioned by the operation, handling, or transportation of the **C63** by **LESSEE** whether the liability or loss or damage is caused by, or arises out of negligence of **LESSEE**. If a claim is brought or an action filed with respect to the subject of indemnity herein, **LESSEE** agrees that **LESSOR** may employ attorneys of **LESSOR**'s selection to appear and defend the claim or action on behalf of **LESSOR**, at the expense of **LESSEE**. **LESSOR** shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against **LESSOR**. Such defense cost and attorney's fee shall be reasonable.

* * * * *

I have read this agreement in its entirety and do fully understand the provisions herein or have had adequate time and opportunity to avail myself of the review and advice of legal counsel. In signing this agreement I do not rely upon any inducements, promises or representations made by LESSOR or RELASEE or any of them. This agreement is freely and voluntarily executed by LESSEE.

LESSOR: MSR Houston, LLC

By: _____ **Date:** _____ **Title:** _____

LESSEE:

_____ **Date:** _____

LESSEE: _____