



MSR HOUSTON
MOTOR SPEEDWAY RESORT

MSR INTERNATIONAL, LLC

1 Performance Drive
Angleton, TX 77515

sales@msrhouston.com
281-369-0677 (office)
281-369-2539 (fax)
www.msrhouston.com



Membership Application Information
(please print)

Name: _____

Address: _____

City: _____ Zip: _____ State: _____

Primary Phone Number: _____ (cell) (home) (office)

Secondary Phone Number: _____ (cell) (home) (office)

E-mail Address: _____

Drivers' License Number: _____ State: _____ DOB: _____ M / F

Occupation: _____ Business Owner: Y / N

List Racing Licenses: _____

List Driving Schools Attended: _____

List Vehicles You Will Drive: _____

Emergency Contact: _____

Emergency Contact Phone Number: _____ (cell) (home) (office)

Warning: Motorsports events are inherently dangerous. High speed driving can result in injury or even death in the event of an accident or collision. Signed waivers will be required by all participants and spectators indemnifying the parties specified in the Membership Agreement against all responsibility.

I agree to abide by all MSR Houston bylaws, rules and regulations.

Signature

Date

MSR HOUSTON
MOTOR SPEEDWAY RESORT

info@msrhouston.com
281.369.0677

1 PERFORMANCE DR
ANGLETON, TX 77515

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MSR Houston

Membership Agreement

This Agreement, when signed by the Applicant ("Member") and accepted by MSR INTERNATIONAL, LLC and ROMERICA ENTERTAINMENT, LLC ("MSRI"), together with Membership Application which is incorporated into and is integral to this Agreement, and the Rules and Regulations (as defined in Section 8.1) as may be in effect from time to time, as specified below, shall constitute the full Agreement between MSRI and Member with respect to Member's use of the road course, paddock, vehicle dynamics area, clubhouse and related facilities of MSR Houston ("MSRH").

This Agreement contains release and indemnification provisions and limitations on MSRI liability. You are urged to read it carefully, as you may be waiving certain rights.

MSRH is a privately owned motor sports park available for the use of Member pursuant to this Agreement. MSRH also will be available to members and non-members for special events scheduled by MSRI.

Memberships afford Member a license to make recreational use of MSRH facilities on a priority basis to the extent stated herein. Payment of the Initiation Fee and dues does not grant Member any ownership rights in MSRI or in MSRH or its facilities, or any rights of use or access not specifically set out in this Agreement. Membership does not give a member the right to use MSRH facilities at all times. The use of MSRH facilities will be restricted at certain times during the year, for example, during special events. MSRI, in its sole discretion, reserves the right to refuse use of MSRH facilities to any person.

Membership should not be viewed or acquired as an investment, and persons purchasing a membership should not expect to derive any economic benefit from their purchase. Memberships are not transferable. A Member shall in no way be liable for any obligation of MSRI or any other Member.

The purpose of this Agreement, which is legally binding on MSRI and Member, is to set out the terms and conditions upon which Member will be entitled to use the facilities of MSRH, and certain rights and obligations of the parties with respect thereto.

1. MEMBERSHIP AGREEMENTS

1.1 *Membership Classes and Benefits.* There are several membership classes. MSRI may, at its sole discretion, change the names, types, number, and rights and privileges of the membership types at any time. Upon payment in full of the applicable initiation fee and the monthly dues fixed from time to time by MSRI, Member shall be entitled to the benefits and privileges pertaining to Member's membership class. If offered, Member shall have the right, at his, her or its option, to convert Member's membership class to any type or class offered for which Member qualifies, and the initiation fee previously paid shall be applied to any initiation fee charged for such membership. Unless otherwise specified in this Agreement, under no circumstance will Member be entitled to a refund of his, her or its initiation fee.

Member will enjoy:

- The ability to schedule track privileges at least forty-five (45) weekend days per year (weekend days include any Friday, Saturday or Sunday);
- Reciprocity with other race track facilities around the country with whom reciprocating agreements exist as they may exist from time to time, subject to scheduled member days, daily fees, and policies of the reciprocating facility. MSRI does not control the decisions of the affiliate race track facilities and their policies. Affiliates may change their policies and/or refuse to recognize reciprocity without notice. Member shall have no claim for any cause of action against MSRI should affiliate modify its reciprocity agreement with or without notice to MSRI.

Membership Agreement

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1.2 *Initiation Fee and Dues.* The initiation fee, current monthly dues and other fees applicable to the various membership classes are set forth in *Attachment A*. The amount of the initiation fee of new members and the amounts of the monthly dues and other charges applicable to the various membership classes, and the manner of their payment, is subject to change in the sole discretion of MSRI. Any revisions to the membership terms made by MSRI shall be automatically incorporated into and made a part of this Agreement. The timely payment of dues and other charges incurred by Member or Member's guests is a condition to the use of the facilities by Member and its Family Members and guests.

1.3 *Track sessions.* Peak sessions are from Friday through Sunday, and off-peak sessions are from Monday through Thursday. Sessions will be defined by class of vehicle and number of participants. Classes of vehicles for example are motorcycles, racecars, sport cars and open wheel vehicles. All track sessions are 25 minutes in length or as otherwise defined by MSRI at the time of the session.

1.4 *Reservation Requirement.* MSRI may require advance reservations at any time at its sole discretion to assure safe and effective operation of the track and facilities.

1.5 *Paddock and Garage Rentals.* Paddock and garage rental space will be made available for an additional fee. MSRI may, at its sole discretion, make such space available to members based on the type of membership. The rental costs for paddock and garage space are subject to change in the sole discretion of MSRI.

1.6 *Limitations on Access.* Member understands and acknowledges that the rights granted in this Agreement do not limit the right of MSRI to offer use of the facility for any other purpose. Access to and use of all facilities of MSRH by members and non-members is subject to regulation by MSRI. Access by Member to the track on other weekends other than those specified in Section 1.1 and during the week may be limited, depending on events scheduled by MSRI.

1.7 *No Transfer of Membership.* A membership is personal to Member only, and Member may not transfer his or her membership at any time. MSRI shall have the right to suspend the rights and privileges of any Member who advertises the sale of his or her membership or attempts to transfer his or her membership in violation of this provision.

1.8 *Family Members.* Family Members (defined as spouse and children sharing the Member's household) can be added at one-half of the initiation fee, and reduced monthly dues and any other fees of Member's type of membership at the time Member wishes to add the family member to his or her membership. In the event Member's type of membership is no longer available, MSRI will determine the equivalent membership type from the then available options at its sole discretion. Such Family Members shall enjoy the privileges of membership contained in this Agreement so long as they meet the requirements contained in this Agreement and the Member consents to their continuing to enjoy such privileges.

1.9 *Personal Property.* Each Member, Family Member and guest is responsible for his or her personal property. MSRI and MSRH and all other entities as their interests may appear that own or operate the MSRI facilities are not responsible for lost property or property stolen from anywhere at MSRH facilities, and specifically disclaims any such responsibility. Personal property left at MSRH facilities and not claimed within 30 days shall be considered abandoned and may be disposed of by MSRI without notice. No bailment is intended, nor created, by the foregoing sentence.

2. Liability for Use of Property

Member is responsible to MSRI for damages to the facilities caused by Member and his, her or its Family Members and guests, whether resulting from negligence or other cause.

3. Conditions to Use of the Road Course

3.1 *Medical.* Member's physical and mental condition must be such as to allow him or her to use the road course without creating undue or unusual risk to Member or other persons using or being a spectator in, on, or around MSRH. Member represents and warrants that his or her physical and mental condition and that of any guest spectators or drivers of Member is fit to use MSRH facilities for their intended purpose. MSRI may refuse to permit Member and/or Member's guests from access to or use of MSRH facilities if MSRI, in its sole discretion, determines that Member or Member's guest may not be fit mentally or physically to use the facilities. MSRI makes no professional medical judgments nor does MSRI have the appropriate professional expertise to make such a judgment. MSRI will make any such decision based solely on the non-medical judgment of its personnel.

3.2 *Age.* No person under the age of 18 shall be permitted to use the road course without special authorization from MSRI and a duly executed and notarized parental waiver and release.

3.3 *Other Restrictions.* In the interests of the safety of members and others, MSRI may from time to time establish regulations limiting or restricting the rights of members and other persons to use the road course.

3.4 *Waivers and Releases.* All members, Family Members and their guests will be required to sign an insurance and liability waiver and release and an agreement to indemnify MSRI and other releasees in substantially the form attached to this Agreement as *Attachment B*, as the same may be amended from time to time.

3.5 *Driver Qualifications.* All drivers must have a valid racing body license, driver school experience and certification or otherwise be certified as qualified to operate a vehicle on a close circuit course. MSRI will have the right to verify each driver's qualifications and to reject any driver who does not have acceptable qualifications. Members are specifically advised that drivers are not required to have a governmentally issued driver's license in order to drive on the road course, in or on the paddock, and/or in or on the pit areas. Member specifically warrants that he or she will make all guests aware of this information before they are permitted entry to MSRH.

4. Advertising and Promotion Release

MSRI, its duly authorized agents and assigns, may use Member's name and likeness and photographic, videotape and other images of Member, his, her or its Family Members and guests or their motor vehicles in any way and for any lawful purpose, and Member hereby relinquishes all rights thereto.

5. INDEMNITY, WARRANTIES, REMEDIES, LIMITATION OF LIABILITY

5.1 ACKNOWLEDGMENT. MEMBER ACKNOWLEDGES AND AGREES THAT:

5.1.1 USE OF THE FACILITIES IS FOR THE SOLE BENEFIT OF MEMBER;

5.1.2 USE OF THE FACILITIES IS HAZARDOUS AND INVOLVES EXTRAORDINARY RISK OF SERIOUS PERSONAL INJURY OR DEATH, AS WELL AS THE RISK OF DAMAGE TO PROPERTY;

5.1.3 MEMBER FREELY AND WILLINGLY ACCEPTS AND VOLUNTARILY ASSUMES ALL RISKS OF PROPERTY DAMAGE, PERSONAL INJURY OR DEATH IN CONNECTION WITH MEMBER'S PRESENCE AT MSRH AND THE USE OF MSRH FACILITIES, AND THE PRESENCE AT MSRH AND USE OF MSRH FACILITIES BY HIS OR HER FAMILY MEMBERS OR OTHER INVITEES;

5.1.4 MSRI HAS BASED THE CHARGES FOR MEMBERSHIP IN MSRH AND THE USE OF ITS FACILITIES ON THE PREMISE THAT NONE OF MEMBER, MEMBER'S FAMILY MEMBERS, MEMBER'S INVITEES, NOR ANYONE ASSERTING RIGHTS ON HIS, HER OR THEIR BEHALF, WILL BRING ANY CLAIM AGAINST MSRI OR OTHER RELEASEES (AS DEFINED BELOW), OR CHALLENGE THE RIGHT OF SUCH PERSONS TO BE INDEMNIFIED AS PROVIDED IN THIS SECTION 5; AND

5.1.5 THE NATURE OF THE SERVICES TO BE PROVIDED UNDER THE TERMS OF THIS AGREEMENT MAKE IT APPROPRIATE, EQUITABLE AND ESSENTIAL TO PROVIDE FOR THE ALLOCATION OF THE RISKS AND LIABILITIES, THE LIMITATION OF REMEDIES, AND THE INDEMNIFICATION OF MSRI AND THE OTHER RELEASEES, ALL AS SET FORTH IN THIS SECTION 5.

5.2 OBSERVATION OF CONDITIONS. IN CONSIDERATION OF BEING PERMITTED TO ENTER ANY RESTRICTED AREA (HEREIN DEFINED AS INCLUDING BUT NOT LIMITED TO THE RACING SURFACE, PIT AREAS, INFIELD, VEHICLE DYNAMICS AREA, PADDOCK AREA, GARAGES AND ALL WALKWAYS AND OTHER AREAS APPURTENANT THERETO), OR BEING PERMITTED TO MAKE USE OF MSRH FACILITIES, MEMBER, FOR MEMBER, MEMBER'S INVITEES AND MEMBER'S PERSONAL REPRESENTATIVES, HEIRS AND NEXT OF KIN, ACKNOWLEDGES, AGREES AND REPRESENTS THAT MEMBER WILL, IMMEDIATELY UPON ENTERING ANY RESTRICTED AREA, AND CONTINUOUSLY THEREAFTER, INSPECT SUCH RESTRICTED AREA OR AREAS, AND MEMBER'S CONTINUING USE OF THE FACILITIES CONSTITUTES AN ACKNOWLEDGEMENT THAT MEMBER HAS INSPECTED SUCH RESTRICTED AREA OR AREAS AND ACCEPTS THE SAME AS BEING SAFE AND REASONABLY SUITED FOR THE PURPOSE OF MEMBER'S USE, AND MEMBER FURTHER AGREES THAT IF AT ANY TIME MEMBER BELIEVES THE RESTRICTED AREAS OR ANY OTHER PART OF THE FACILITIES TO BE UNSAFE, MEMBER WILL IMMEDIATELY LEAVE THE FACILITY AND ADVISE AN APPROPRIATE REPRESENTATIVE OF MEMBER'S OBSERVATIONS.

5.3. COVENANT NOT TO SUE. MEMBER HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE MSRI, ITS DIRECT OR INDIRECT INTEREST HOLDERS, MANAGERS, AFFILIATES, OTHER MEMBERS, CAR OWNERS, DRIVERS, PIT CREWS, TRACK WORKERS, ANY PERSONS IN ANY RESTRICTED AREA, PROMOTERS, SPONSORS, ADVERTISERS, AND EACH OF THEM, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREIN REFERRED TO AS "RELEASEES") FROM ALL LIABILITY TO MEMBER, MEMBER'S PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO MEMBER'S PERSON OR PROPERTY OR RESULTING IN THE DEATH OF MEMBER, WHETHER CAUSED BY THE ACTS OR OMISSIONS OF ANY OF THE RELEASEES, STRICT LIABILITY OF ANY OF THE RELEASEES, OR NEGLIGENCE OF ANY OF THE RELEASEES, INCLUDING BUT NOT LIMITED TO THE SOLE NEGLIGENCE OF ANY OF THE RELEASEES, CONCURRENT NEGLIGENCE OF ANY OF THE RELEASEES OR THE NEGLIGENT RESCUE BY ANY OF THE RELEASEES, OR OTHERWISE.

5.4. INDEMNIFICATION. MEMBER HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR ARISING FROM MEMBER'S OR ANY OF MEMBER'S INVITEES USE OF MSRH OR ANY OF THE FACILITIES OF MSRH, REGARDLESS WHETHER CAUSED BY THE ACTS OR OMISSIONS OF ANY OF THE RELEASEES, STRICT LIABILITY OF ANY OF THE RELEASEES, OR NEGLIGENCE OF ANY OF THE RELEASEES, INCLUDING BUT NOT LIMITED TO THE SOLE NEGLIGENCE OF ANY OF THE RELEASEES, CONCURRENT NEGLIGENCE OF ANY OF THE RELEASEES OR THE NEGLIGENT RESCUE BY ANY OF THE RELEASEES, OR OTHERWISE.

5.5 NO WARRANTY. THE FACILITIES AND ALL ASPECTS OF MEMBERSHIP IN MSRH HOUSTON ARE MADE AVAILABLE TO YOU "AS IS", AND MSRI MAKES NO WARRANTY AS TO

THEIR USE OR PERFORMANCE. EXCEPT TO THE EXTENT ANY WARRANTY, REPRESENTATION, TERM OR CONDITION CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW, MSRI MAKES NO WARRANTY OR REPRESENTATION (EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

5.6 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MSRI OR THE OTHER RELEASEES BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER UNDER ANY LEGAL THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE FACILITIES OR UNDER ANY CAUSE OF ACTION RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, INDEMNITY, CONTRIBUTION, OR ANY OTHER CAUSE OF ACTION FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, USE, OPPORTUNITY, OR LOST SAVINGS, EVEN IF A MSRI REPRESENTATIVE OR ANY OTHER RELEASEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. MSRI'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE FACILITIES OR UNDER ANY CAUSE OF ACTION RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, INDEMNITY, CONTRIBUTION OR ANY OTHER CAUSE OF ACTION SHALL BE LIMITED TO THE SUM OF \$1,000. MSRI IS ACTING ON BEHALF OF ALL RELEASEES FOR THE PURPOSE OF DISCLAIMING, EXCLUDING AND LIMITING OBLIGATIONS, WARRANTIES AND LIABILITY AS PROVIDED IN THIS AGREEMENT, BUT IN NO OTHER RESPECTS AND FOR NO OTHER PURPOSE.

6. Payment of Dues and Other Charges

6.1 *Payment.* Initiation fees are due on execution of this Agreement. All dues, and all sums charged to Member's account on or before the last day of each month shall be due and payable to MSRI on or before the 15th day of the next following month, or on such later date as MSRI may choose to specify. In the event any dues or other sums charged to Member's account remain unpaid on the 15th day of the next following month, Member's account is automatically delinquent without requirement for MSRI to declare such account delinquent. A late fee in an amount to be fixed from time to time shall be payable to MSRI for each month by which a Member's account is delinquent, not to exceed the maximum lawful rate.

6.2 *Delinquency.* MSRI may suspend the rights and privileges of any Member whose account is more than 15 days delinquent without notice. Until such time as a Member's membership has been terminated, a Member who is suspended for non-payment of indebtedness shall have the right to have his membership reinstated upon payment in full of all indebtedness owing to MSRI. Dues and other fees and sums due under the Member's membership shall continue to accrue and shall be paid in full before the membership is reinstated.

6.3 *Returned Checks or Charged Back credit card transactions.* MSRI will deem any Member delinquent whose form of payment if returned, suspended, or reversed for any reason. Should Member's bank return any check tendered for any reason or should Member's credit card issuer reverse, charge back or otherwise attempt to recoup funds paid on the Member's card or refuse to pay over such funds within 3 business days of the credit card transaction, Member shall be deemed immediately delinquent without regard to the payment due date of the sums due.

7. Suspension and Termination of Membership

7.1 If Member (or any Family Members or guests of Member) shall:

7.1.1 Willfully refuse or neglect to comply with the provisions of the Rules and Regulations of MSRH;

7.1.2 Shall engage in any reckless or other conduct that endangers the safety of himself or herself, or any other person, or engages in other conduct that, in the sole judgment of MSRI, is prejudicial to the interests of MSRH or MSRI; or

7.1.3 Fail to reinstate his membership within 90 days of suspension for non-payment of indebtedness to MSRI,

MSRI shall have the right, in its sole and absolute discretion, to suspend or terminate the rights and privileges of membership of Member.

7.2 *Resignation.* Member may resign his, her or its membership in MSRH at any time by giving notice in writing to the Secretary of the company or by delivering such written notice to the company by certified mail at the MSRI offices at MSRH, but shall continue to be liable for any indebtedness owing to MSRI at the date of Member's resignation and for any unpaid amounts from the purchase of the membership.

7.3 *Effect of Termination or Resignation.* Member's resignation, or the termination or suspension of his, her or its rights or membership, will not relieve Member from any liability to MSRI or terminate Member's obligations under Section 5. If Member is terminated pursuant to this Section 7, Member's initiation fee shall be forfeited.

7.4 *Membership Cards.* All certificates, membership cards, and similar evidence of membership are the property of MSRI and shall be surrendered to MSRI upon demand.

8. Reservation of Rights

8.1 *Rules and Regulations.* MSRI shall have the unqualified right to make such rules and regulations for the use of all or any part of MSRH facilities as it deems appropriate or advisable in its sole discretion (as amended from time to time, the "Rules and Regulations"). All such rules and regulations shall become effective immediately upon posting a copy thereof in a conspicuous place on MSRH premises or transmitting such rules and regulations to Member by electronic means or otherwise and shall apply thereafter to all members, their Family Members and their guests.

8.2 *Interpretation.* The decision of MSRI shall be final on all questions involving the interpretation or construction of the Rules & Regulations of MSRH.

8.3 *Members Bound By Rules and Regulations; Changes.* Member agrees that Member is bound by the terms this Agreement and the Rules & Regulations of MSRH, and agrees to be bound by any and all changes, repeals, amendments or additions to such Rules & Regulations.

8.4 *Right to Amend Layout of the Property.* MSRI shall have the unqualified right to make such changes in the design, layout and composition of MSRH and its facilities as it deems appropriate.

8.5 *Termination of All Memberships.*

8.5.1 MSRI shall have the right, in its sole and absolute discretion, to terminate all memberships in MSRH upon not less than one year's written notice at any time after December 31, 2014.

8.5.2 MSRI shall also have the right, in its sole and absolute discretion, to terminate all memberships in MSRH upon the occurrence of an event rendering the facilities unusable or beyond repair.

8.5.3 Upon any termination pursuant to this Section 8.5, MSRI shall refund to members whose memberships have been in effect less than three years a pro rata portion of any initiation fees paid by them. The amount of the refund shall equal one-third of the initiation fee paid by Member for each year remaining before the third anniversary of the date on which membership became effective. No interest shall be payable on any such refund.

9. Miscellaneous

9.1 *Notices.* Whenever notice is required to be given to Member, it may be given by first-class mail, email, fax or other written communication, addressed to Member at the address of Member appearing on the books of MSRI or at the address given by Member to MSRI for the purpose of notice. If no current address appears on MSRI's books and no other has been given, notice shall be deemed to have been given if it is given to that Member in person or by telephone or fax, or posted in the principal office of MSRI. All notices to be given to MSRI shall be given by reputable overnight courier at the address specified on the first page of this Agreement.

9.2 *Survival.* The provisions of Sections 2, 4 and 5 shall survive the termination of this Agreement.

9.3 *Force Majeure.* If during the term of this Agreement there should arise or occur any event or circumstance beyond the reasonable control of MSRI, including without limiting the generality of the foregoing, the action of government, flood, fire, strike, lock-out or other labor unrest, riot, civil unrest, terrorism, war (whether declared or undeclared), or an act of God, which prevents, restricts or delays MSRI from duly performing any of its obligations under this Agreement, then during the period that such event or circumstance, or the effect thereof, continues, performance by MSRI of such obligation will be suspended and excused to the extent that it is so prevented, restricted or delayed.

9.4 *Assignment.* A Member may not assign this Agreement or any of his, her or its rights hereunder. MSRI may assign its rights under this agreement at any time. This Agreement shall be binding upon and inure to the benefit of Member's permitted heirs, executors, legal representatives and assigns and the successors and assigns of the Company.

9.5 *No Waiver of Performance.* The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

9.6 *Severability.* The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

9.7 *Entire Agreement.* This Agreement represents the entire agreement of the parties and may be amended only by a writing signed by each of them.

9.8 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, other than the conflicts of law provisions thereof. Venue of any dispute shall be exclusively in Brazoria County, Texas.

9.9 *Headings.* The headings in this Agreement are for purposes of reference only and shall not in any way limit or affect the meaning or interpretation of any of the terms of this Agreement.

9.10 *No Third Party Beneficiary.* The provisions of this Agreement are and will be for the benefit of Member, MSRI and the Releasees only and are not for the benefit of any other third party, and accordingly, other than a Releasee with respect to Section 5, no third party shall have the right to enforce the provisions of this Agreement.

This Agreement is dated and effective as of _____, 20__.

MSR INTERNATIONAL, LLC

By: _____
Kurt Hueni
Sales Manager

Member

Signature

Name printed

MSR Houston Membership Terms
Valid October 7, 2020 – December 31, 2020

Club Membership

➤ Initiation Fee:	\$ 3,000
➤ Monthly Dues:	\$ 275

Shop Rates: Members shall be given preferential shop rates. Current rates are (subject to change):
Members = \$100.00 plus taxes per hour

Driving Instruction Rates: Members and their guests may request driving instruction from MSRI instructional personnel. Instructional fees are charged to Member's account and are \$100.00 plus any applicable tax per instructional hour with a one hour minimum and then pro-rated per quarter hour thereafter. Non-member rate is \$250.00 per hour plus applicable taxes.

Guest Driver Fees: All Members are allowed to bring guests. Guest fees for guests who will be driving the road course are \$150.00 each plus tax charged to Member's account. MSRI may waive such guest fee at its sole discretion.

Other Fees and Requirements Applicable to All Members:

- Spectators and non-driving guests are admitted at no charge unless MSRI is charging admission fees for events at the facility.
- All guests (driving and non-driving) and spectators must sign the waiver upon arrival, or they will be asked to leave the premises.

**FORM OF RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION of my being permitted to compete, officiate, observe, work for, or participate in any way in the EVENTS at MSR HOUSTON for and during the calendar year of _____ or being permitted to enter for any purpose and RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), on behalf of myself, my personal representatives, heirs, and next of kin:

1. I acknowledge, agree and represent that I have or will immediately upon entering any of such RESTRICTED AREAS which I enter, and further agree and warrant that, if at any time, I am in or about RESTRICTED AREAS, and I feel anything to be unsafe, I will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENTS.
2. **I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE MSR International, LLC (MSRI), its direct or indirect interest holders, its parent, subsidiary and affiliated entities, its and their members or employees, the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their respective directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN MY DEATH ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE ACTS OR OMISSIONS OF ANY OF THE RELEASEES, STRICT LIABILITY OF ANY OF THE RELEASEES, OR THE NEGLIGENCE OF ANY OF THE RELEASEES, INCLUDING BUT NOT LIMITED TO THE SOLE NEGLIGENCE OF ANY OF THE RELEASEES, THE CONCURRENT NEGLIGENCE OF ANY OF THE RELEASEES OR THE NEGLIGENT RESCUE BY ANY OF THE RELEASEES, OR OTHERWISE.**
3. **I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE ACTS OR OMISSIONS OF ANY OF THE RELEASEES, THE STRICT LIABILITY OF ANY OF THE RELEASEES, OR THE NEGLIGENCE OF ANY OF THE RELEASEES, INCLUDING BUT NOT LIMITED TO THE SOLE NEGLIGENCE OF ANY OF THE RELEASEES, THE CONCURRENT NEGLIGENCE OF ANY OF THE RELEASEES OR THE NEGLIGENT RESCUE BY ANY OF THE RELEASEES, OR OTHERWISE.**
4. **I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the ACTS OR OMISSIONS OF ANY OF THE RELEASEES, THE STRICT LIABILITY OF ANY OF THE RELEASEES, OR THE NEGLIGENCE OF ANY OF THE RELEASEES, INCLUDING BUT NOT LIMITED TO THE SOLE NEGLIGENCE OF ANY OF THE RELEASEES, THE CONCURRENT NEGLIGENCE OF ANY OF THE RELEASEES OR THE NEGLIGENT RESCUE BY ANY OF THE RELEASEES, or otherwise.**
5. **I HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.**
6. **I HEREBY agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING BUT NOT LIMITED TO THE NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.**

7. To the maximum extent permitted by applicable law, I agree that in no event will MSRI or the other Releasees be liable to me for any damages, claims or costs whatsoever UNDER ANY LEGAL THEORY OF LIABILITY ARISING OUT OF THIS WAIVER, THE USE OF OR INABILITY TO USE THE FACILITIES OR UNDER ANY CAUSE OF ACTION RELATED TO THE SUBJECT MATTER OF THE MEMBERSHIP AGREEMENT OR THIS WAIVER, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, INDEMNITY, CONTRIBUTION, OR ANY OTHER CAUSE OF ACTION FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, USE, OPPORTUNITY, OR LOST SAVINGS, even if a MSRI representative has been advised of the possibility of such loss, damages, claims or costs or if such possibility was reasonably foreseeable. The foregoing limitations and exclusions apply to the extent permitted by applicable law. MSRI'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS RELEASE OR THE USE OF OR INABILITY TO USE OF THE FACILITIES OR UNDER ANY CAUSE OF ACTION RELATED TO THE SUBJECT MATTER OF THE MEMBERSHIP AGREEMENT OR THIS WAIVER, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, INDEMNITY, CONTRIBUTION OR ANY OTHER CAUSE OF ACTION SHALL BE LIMITED TO THE SUM OF \$1,000.

8. I HEREBY AGREE this Agreement shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs, and next of kin without limitation and shall be in full force and effect for all EVENTS during the calendar year _____.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTENDE MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW

ALL SECTIONS MUST BE COMPLETED

APPLICANT Legal Signature _____ Date _____ / _____ / _____
Mo. Day Yr.

Applicant Printed Name _____

S.S. # _____ / _____ / _____ Date of Birth _____ / _____ / _____ Affiliation _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____

_____ A.D. 20____ by _____

_____ as identification.

Notary Seal

NOTARY PUBLIC

My Commission Expires _____