TERMS AND CONDITIONS

In order to be eligible for signup and participation, the below requirements must be met by each Participant in the RM Army Bootcamp event. These Terms and Conditions are in addition to and separate from any terms and conditions established by the venue the event will take place at.

- 1. **Equipment**. All Participates must adhere to the following requirements:
 - a. Must own or possess and use a Suzuki RM or RM-Z motorcycle suitable for track riding conditions for this event.
 - b. Must have experience handling and riding the above motorcycle the Participant brings to the event to ride.
 - c. Must bring and use proper riding gear, including helmet, boots, gloves, goggles, pants and jersey at event. Event sponsors will not supply any form of gear or equipment to Participants.

2. Personal Information.

- a. Must complete Pre-Ride registration forms.
- b. Must show valid ID at event or parent/legal guardian ID if under 18.

3. Assumption of Risk Release and Waivers.

- a. Must be 18 years or older or have a parent/guardian with you if under 18 years of age.
- b. Must complete Release waiver if 18 years or older or Minor waiver if under the age of 18 years old.

4. Facility Waivers.

- a. Must follow facility rules and guidelines.
- b. Must sign facility waivers.

5. Limited Entries.

- a. Spots are limited and will be filled in order of registration form submissions.
- b. Registrants who have already attended a prior event will be set as alternates unless entry cap is not met.
- **6.** <u>Admittance</u>. Suzuki reserves the right to refuse admittance or expel from event any Participant Suzuki determines is behaving in a manner of disrupting the event or posing danger to other participants.
- 7. <u>Image/Likeness</u>. By participating in the event, you grant Suzuki a perpetual rights license to use your likeness without limitation and without separate compensation.
- **8.** <u>Attorney's Fees</u>. If an action is brought in any dispute or cause of action relating to this event, Suzuki will be entitled to reasonable attorney's fees.
- 9. Applicable Law. This Agreement shall be governed by the laws of the State of California.
- 10. <u>Limitation of Liability</u>. Regardless of the legal theory under which liability is asserted, neither Suzuki nor its parents, affiliates, agents, or representatives will be liable for any indirect, incidental, special, reliance, punitive, or consequential damages for causes of action including premises liability, personal injury, wrongful death, negligence, or any other civil cause of action that is asserted by any Participant or their parents, affiliates, agents, or representatives. Any claim relating to this event must be brought within two years after the claim arises.
- 11. <u>Waiver of Jury Trial and Class Action</u>. Each Participant, to the extent permitted by law, knowingly, voluntarily, and intentionally waives their right to a jury trial and any right to

- pursue any claim or action relating to this event on a class or consolidated basis or in a representative capacity.
- **12. Interpretation.** In all matters relating to the interpretation and application of these Terms and Conditions, the decision of Suzuki Motor USA, LLC ("Suzuki") shall be final.
- **13. Terms and Conditions Subject to Change.** Suzuki reserves the right to cancel, amend, or revoke the RM Army Bootcamp event at any time due to reasonable business consideration or due to circumstances beyond its control.