

## **TERMS AND CONDITIONS**

To be eligible for signup and participation, the below requirements must be met by each Participant in the Suzuki Hayabusa Homecoming event. These Terms and Conditions are in addition to and separate from any terms and conditions established by the venue the event will be held at. All eligible participants will be required to provide proof of ownership upon arriving to the venue to receive entry (Suzuki key or Vehicle Registration).

1. **Equipment.** All Participants must adhere to the following requirements:
  - a. Must own or possess a Suzuki motorcycle.
  - b. Must bring and use proper riding equipment within local law requirements. This may include but not limited to- helmet, boots, gloves, goggles, pants, and jacket. Suzuki is not responsible for providing any riding equipment for participants.
2. **Personal Information.**
  - a. Must show valid ID at event, must be over 18 years of age to receive entry.
3. **Assumption of Risk Release and Waivers.**
  - a. By participating in this event, you have chosen to enter the facility upon your own will. You further agree that you are familiar with and have knowledge of the potential risks, dangers, hazards, and perils involved by participating in this event. By signing this agreement, you voluntarily accept all risks and/or injury that may arise to your person from any cause or reason whatsoever during the course of this event. You agree Suzuki Motor USA, LLC ("Suzuki") and its affiliates are not liable or responsible for you, your party, or any harm or injury that takes place while at the event.
4. **Facility Waivers.**
  - a. Must follow In-N-Out Pomona Dragstrip facility rules and guidelines.
  - b. Must sign facility waiver(s) if required by facility upon entry.
  - c. By receiving ticket from Suzuki and entering facility, you have assumed all responsibility of yourself and the events that take place during your attendance.
5. **Limited Entries.**
  - a. Spots are limited and will be filled on a first come, first served basis.
6. **Admittance.** Suzuki reserves the right to refuse an entry ticket or meal voucher to anyone at any time for any reason solely based off Suzuki and its staff's discretion.
7. **Image/Likeness.** By participating in the event, you grant Suzuki and its affiliates a perpetual rights license to use your likeness without limitation and without separate compensation.
8. **Attorney's Fees.** If a lawsuit is brought in any dispute or cause of action relating to this event, Suzuki will be entitled to reasonable attorney's fees compensation.
9. **Applicable Law.** This Agreement shall be governed by the laws of the State of California and venued in Orange County.
10. **Limitation of Liability.** 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 one year from the date of this event.

- 11. Waiver of Jury Trial and Class Action.** 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 shall be final.
- 13. Terms and Conditions Subject to Change.** Suzuki reserves the right to cancel, amend, or revoke the Hayabusa Homecoming event at any time due to reasonable business consideration or due to circumstances beyond its control.