

BRIDGESTONE WINTER DRIVING SCHOOL
RULES FOR ALL COURSES

I, _____, age _____, am about to participate in instructional lessons in ice and winter driving provided by Rally Art Organization, Inc. d/b/a The Bridgestone Winter Driving School ("BWDS").

In consideration of the rights, services, and facilities extended to me by the BWDS and its Sponsors, I agree that my participation in the BWDS is expressly conditioned upon and subject to the following conditions:

1. I shall not consume alcoholic beverages or any medication that may cause drowsiness for a period of 12 hours prior to an instructional lesson.
2. I shall wear a seat belt and refrain from any form of cell phone use at all times while in a motor vehicle on BWDS property.
3. I shall promptly and completely follow the instructor(s) directions. If I do not do so I am responsible for vehicle damage and my credit card will be charged.
4. I agree that I am responsible for any physical damage to property and for the death of or injury to persons that occur while I am participating in the BWDS and further agree to hold BWDS and its sponsors harmless from and indemnify them against claims for such damage, death or injury.
5. I agree that my lesson(s) may be terminated at anytime, without refund, at the sole discretion of the instructor for any reason related to the reasonable protection of persons and property, including the protection of my own safety or that of the instructors, spectators or other participants.
6. I agree that my lesson(s) will be terminated immediately, without refund, if I appear to be under the influence of alcohol, medications, marijuana or drugs.
7. I understand that my participation in the BWDS is conditioned upon my signing the BWDS Release, Waiver and Indemnity.

I agree to abide by all of the rules and conditions listed above.

Student Signature: _____

Date: _____

Print Name: _____

BRIDGESTONE WINTER DRIVING SCHOOL
RELEASE, WAIVER, AND INDEMNITY

In consideration of my being permitted to participate in or be involved for any purpose with Rally Art Organization, Inc. d/b/a the Bridgestone Winter Driving School ("BWDS"), I, FOR MYSELF, MY PERSONAL REPRESENTATIVES, HEIRS, NEXT-OF-KIN, ASSIGNS AND INSURERS UNCONDITIONALLY AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE ANY AND ALL SPONSORS (defined below) FOR ANY AND ALL CLAIMS FOR DAMAGES FOR DEATH, PERSONAL INJURY OR PROPERTY DAMAGE WHICH I, MY PERSONAL REPRESENTATIVES, HEIRS, NEXT-OF-KIN, ASSIGNS AND INSURERS MAY HAVE, OR WHICH MAY HEREAFTER ACCRUE, AS A RESULT OF MY PARTICIPATION IN SUCH ACTIVITIES. FURTHERMORE, I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS ALL SPONSORS AGAINST CLAIMS FOR DAMAGE, INJURY OR DEATH ARISING FROM OR RELATING TO MY INVOLVEMENT WITH BWDS.

The term "Sponsors" shall mean and include all of the following entities and their officers, shareholders, directors, agents, representatives and employees: Rally Art Organization, Inc., d/b/a BWDS; Toyota Motor Sales, U.S.A., Inc.; Lexus; Bridgestone Americas Tire Operations; all advertisers and promoters of the BWDS; the owners and lessor(s) of the premises to be used for BWDS instructional lessons; and all other supporters of the BWDS and their parents, subsidiaries, affiliated corporations, agents, employees, directors, officers, representatives and shareholders.

This Release, Waiver, and Indemnity is intended to discharge in advance and to protect the Sponsors from and against any and all liability arising out of, or connected in any way with, my participation in the BWDS, even though that liability may arise out of negligence, carelessness or other conduct on the part of sponsors.

I understand that serious accidents occasionally occur during winter driving, and that participants in such activities can sustain mortal or serious personal injuries and/or property damage as a consequence thereof. Knowing the risks of participating in such activities, nevertheless, I hereby agree to assume full and complete responsibility for, and risk of, bodily injury, death, property damage or any other type or kind of injury or damage which occurs while participating in or in any other way involving myself with the BWDS. I further agree to release and hold harmless Sponsors who, through their negligence, carelessness or other conduct, might otherwise be liable to me, my personal representatives, heirs, next-of-kin, assigns and insurers for damages.

This Release, Waiver, and Indemnity embodies the entire agreement with respect to the matters involved herein and supersedes any previous or contemporaneous negotiations or agreements with respect to such matters. I agree that no promise or inducement has been offered except as herein set forth, and that this Release, Waiver, and Indemnity has not been executed based upon statements or representations by any person or entity other than those set forth herein. This Release, Waiver, and Indemnity shall be construed and interpreted in accordance with the laws of the State of Colorado and is intended to be as broad and inclusive as is permitted by such laws. If any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I acknowledge that completion of a BWDS instructional course does not in any way certify or warrant that my driving abilities on ice or snow conditions have been improved.

I HEREBY CERTIFY THAT I HAVE CAREFULLY READ, FULLY UNDERSTAND, AND VOLUNTARILY SIGN THIS RELEASE, WAIVER AND INDEMNITY, AND UNDERSTAND COMPLETELY ALL THE TERMS USED AND THEIR SIGNIFICANCE. I FURTHER AGREE THAT MY PARTICIPATION IS SUBJECT TO THE ACCOMPANYING RULES AND AGREEMENTS. I HAVE BEEN ADVISED TO CONTACT AN ATTORNEY PRIOR TO EXECUTION HEREOF SHOULD I SO DESIRE.

Student Signature: _____

Date: _____

Print Name: _____

Telephone w/area code: _____

Address: _____

Driver's License #: _____ State: _____

City, State, Zip: _____

E Mail: _____

All above lines must be filled in completely and legibly. No blanks.

FASTEST RIDE ON ICE DRIVER RESPONSIBILITIES and CHARGES

While participating in the *Fastest Ride on Ice* performance driving program you will experience a unique real life experience that will allow you to experience car handling at the absolute limit.

At some point in their driving career every driver, even professionals, are bound to spin out or run off of the track. Unfortunately vehicle damage can occur. In minor cases the damage may not even be visible, but over time the result is a very expensive repair. This presents a difficult situation for driving schools... do we raise the program prices for everyone, do we charge the driver who happens to be driving the car when the damage does become visible, or do we limit the experience to slower speeds that never challenge the limits of car control?

We don't believe that any of these options are acceptable. We believe that the only fair way to approach this issue is to offer a program that places responsibility on the driver to drive within the limits of their own ability.

As a driver only you can choose what level of risk you are comfortable with assuming. Our suggestion is to explore the limits of car control gradually in a controlled manner. For example, if you are comfortable with a particular corner on the course and are trying to negotiate it faster, try increasing your speed 1 or 2% with each attempt. Trying to add 10% when near the limit is simply not appropriate and can make the difference between success and failure.

At a minimum, drivers who are driving responsibly will be able to keep the car on the driving surface, not in the snow bank. Drivers who go two wheels off course will be assessed a \$50 OFF COURSE FEE. This OFF COURSE FEE will be used to create a fund that covers the eventual repair costs. Billing will be immediate and you will be asked to sign an acknowledgement at the time of the incident.

If a participant fails to promptly and completely obey the instructor's direction resulting in VEHICLE DAMAGE, the participant will be financially responsible for any and all damages. Should damage occur, costs will be determined by a neutral third party (Russell's Auto Salon) in writing and billed to the participant's credit card immediately. A copy of the repair estimate and credit card receipt will be provided as soon as practical.

The Bridgestone Winter Driving School Ice Course is very forgiving compared to race tracks and public roadways. By listening closely to the instructors and using common sense, damage is unlikely.

Typical Damage Costs

2016 Camry front bumper:	\$1354.00
2016 Camry rear bumper:	\$1333.00
2016 Rav4 front bumper:	\$1269.00
2016 Rav4 rear bumper:	\$1276.00
2016 4Runner front bumper:	\$1341.00
2016 4Runner rear bumper:	\$1323.00
2016 86 front bumper:	\$1404.00
2016 86 rear bumper:	\$1329.00

These above listed typical/average costs correspond to the areas of the vehicles that are damaged most frequently. Any damage will require an estimate from the bodyshop.

Costs shown above are the costs for a replacement of the bumper cover. Internal and miscellaneous trim damage or replacement, if any, may be extra. No profit has been added.

A completed damage agreement, personal credit card number and signature are required of each participant for OFF COURSE and VEHICLE DAMAGE charges upon registration.

CREDIT CARD AUTHORIZATION FOR OFF COURSE FEES AND VEHICLE DAMAGE

I understand that a credit card number and signature are required by BWDS. In the event off course fees or vehicle damage occurring due to my involvement in instruction at BWDS, I hereby authorize BWDS to charge my credit card immediately for the entire amount of such damage.

Credit Card #: _____

CVV #: _____

Expiration date: _____

Name on card: _____

Signature: _____

Complete billing address for card:

Street/PO: _____ City: _____ Prov/State: _____ Postal Code: _____

**BRIDGESTONE WINTER DRIVING SCHOOL
MANDATORY PARENTAL RELEASE FOR MINORS**

In the event the instruction lesson student is UNDER 18 YEARS of age, his or her parent or legal guardian MUST agree to the following terms and sign below prior to the beginning of any instruction:

I _____, am the parent or legal guardian (circle one) of _____, a minor, who will participate in ice and snow driving instructional lessons provided by Rally Art Organization, Inc. d/b/a the Bridgestone Winter Driving School ("BWDS"). I hereby certify that I have read, understood and now fully consent to the Rules of the BWDS and the terms of the Release, Waiver and Indemnity above in their entirety. More specifically, I HEREBY UNCONDITIONALLY AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE ANY AND ALL SPONSORS FOR ANY AND ALL CLAIMS FOR DAMAGES FOR DEATH, PERSONAL INJURY OR PROPERTY DAMAGE WHICH MY CHILD OR WARD MAY HAVE, OR WHICH MAY HEREAFTER ACCRUE, AS A RESULT OF HIS OR HER PARTICIPATION IN INSTRUCTIONAL LESSONS AT BWDS. FURTHERMORE, I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS ALL SPONSORS AGAINST CLAIMS FOR DAMAGE, INJURY OR DEATH ARISING OR RELATING TO MY CHILD OR WARD'S INVOLVEMENT WITH BWDS.

Signature of Parent or Guardian: _____

(Date)

rev.12/16