

Lincoln Trail Motorsports LLC Pit Vehicle Policy

Instructions: Carefully and thoroughly read and review the following Pit Vehicle Policy for Lincoln Trail Motorsports LLC (hereinafter referred to as “LTM”). Should you agree to a numerated regulation, initial on the line next to the specified rule. **Note that each and every owner and operator of a pit vehicle is **required** to read/review LTM’s **Pit Vehicle Policy** and acknowledge such agreement by signature. It is the *sole responsibility* of the vehicle’s owner to ensure to that each and every operator of the owner’s vehicle reads/reviews and acknowledges (by signature) the instant policy.

Initials:

1. Authorized Pit Vehicles

- *Only* golf carts, pit bikes, scooters, UTVs, and ATVs are considered “pit vehicles” and are permitted to be used as such
- **All pit vehicles must be properly registered and display the designated pass**

2. Operator Requirements

- All vehicle manufacturer age restrictions **must** be adhered to and subsequently abided by
- All vehicle manufacturer maximum passenger capacities **must** be adhered to and subsequently abided by
- **Properly fitted and secured DOT or SNELL-certified helmets must be worn at all times when operating pit bikes or ATVs or if suggested by the manufacturer (NO bicycle helmets)**
- Reckless driving, speeding, wheelies, burnouts, and similarly careless operation are **strictly prohibited**

3. Speed Limits & Usage

- **Maximum speed: 13 mph** in all pit areas
- Pit vehicles are *only* to be used for transportation to and from the track and in designated areas
- Under **no** circumstances is joyriding of pit vehicles permitted **after dark**; the operation of pit vehicles after dark should only be between camp sites, the pro shop, restrooms/shower houses, and laundromat
- When possible, pit vehicles should be equipped with OEM or aftermarket-equipped **headlights**

4. Restricted Areas & Trail Riding

- Under **no** circumstances are pit vehicles permitted **on the racetrack, in designated spectator areas**, or in any **other prohibited locations** notated via signage
- **Operating pit vehicles on the premises, including on any of the tracks or trails, is AT YOUR OWN RISK**

5. Insurance Requirement

- **All** pit vehicles **must** be covered by the owner's insurance policy
- LTM is **not responsible for accidents, damages, injuries, or liabilities** related to pit vehicle operation

6. Alcohol & Impairment

- Operating a pit vehicle under the influence of alcohol or drugs is **strictly prohibited**

7. Enforcement & Penalties

- LTM has the sole discretion to determine penalties for violations of its Pit Vehicle Policy on an individual case-by-case basis
- Failure to adhere to this Pit Vehicle Policy may result in penalties, including, but not limited to:
 - **Verbal or written warnings**
 - **Confiscation of pit vehicle or pit vehicle pass**
 - **Ejection from the facility without refund**

***Note: Lincoln Trail Motosports LLC reserves the right to amend this Pit Vehicle Policy at any time.*

PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Operation of Pit Vehicles at Lincoln Trail Motosports LLC

In consideration of being permitted to operate a pit vehicle on the premises of Lincoln Trail Motosports LLC (hereinafter referred to as "LTM"), I hereby agree to release, indemnify, and discharge LTM on behalf of myself, my spouse, my children, my parents, my heirs, my assigns, my personal representative, and my estate as follows:

1. **Risks:** I acknowledge that my participation in the operation of a pit vehicle and pit vehicle riding entails known and unanticipated risks that could result in serious physical or

emotional injury, permanent disability, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the described activity. I acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures.

These risks include, but are not limited to: slips and falls; accidents involving other vehicles, ATVs, UTVs, or dirt bikes; collision with fixed or movable objects; the possibility of rough terrain; drivers and passengers may be jolted, jarred, bounced, thrown about, or otherwise shaken during rides; it is possible that drivers and passengers could be injured if they come into contact with other passengers, equipment, or other objects; the condition of the track and trails; injuries can be sustained from track riding, trail riding, equipment, or from items on the roads/trails such as holes, bumps, ruts, obstacles, tree limbs and branches, or rocks; major injuries are a risk, as are sprains, strains, scratches, bruises, abrasions, cuts, lacerations, broken bones, fractures, musculoskeletal injuries, including head, neck, and back injuries; injuries to internal organs; loss of fingers or other appendages; exhaustion; exposure to the elements of outdoors and natural surroundings, which could cause hypothermia, hyperthermia (heat-related illnesses), heat exhaustion, sunburn, dehydration; exposure to dangerous wild animals, insect bites, and hazardous plant life; further, drivers and passengers can be thrown off their machine which can result in any of the above events occurring; collisions and flipping over; accidents or illness can occur in remote places without medical facilities; my own physical condition; and physical exertion associated with this activity.

2. **Assumption of Risk:** I hereby represent and certify that I have the capacity to participate in the operation of a pit vehicle and pit vehicle riding. I expressly, knowingly, and freely agree and promise to accept and assume all of the risks, both known and unknown, existing in the participation of this activity, even if arising from the negligence or recklessness of LTM or otherwise. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I hereby assume full responsibility for any and all risks and associated accidents, damages, injuries, or liabilities that I may suffer or cause, arising from the use or operation of a pit vehicle at LTM or while on the premises of LTM for any other purpose. I am responsible for any injury, death, property damage, or legal claims arising from the use or operation of a pit vehicle.
3. **Compliance:** I willingly agree to comply with any stated rules, as well as customary terms and conditions for participation in the activities at LTM. I acknowledge, agree, and represent that if I observe a hazard (anything I believe to be unsafe or unsatisfactory) on a track, trail, or the property in general, I will immediately remove myself from the situation and bring it to the attention of LTM officials.
4. **Insurance:** I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the operation of a pit vehicle, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.

5. **Release/Indemnification:** I hereby voluntarily forever release, waive, discharge, covenant, and agree to indemnify and hold harmless LTM and its successors and assigns, and each and all of its related and/or affiliated corporations, companies, officers, directors, owners, landowners, event promoters, employees, staff, agents, and affiliates from any and all claims, demands, or causes of action, including, but not limited to, injury, disability, death, loss, liability, damage, or costs incurred, arising from or that are in any way connected with the use or operation a pit vehicle's use on LTM grounds and my participation in this activity at LTM, **including any such claims which allege negligent acts or omissions of LTM**, including negligent rescue operations, to the fullest and broadest extent permitted by law.

If the participant is a minor, his/her parent's or guardian's signature below represents the same acknowledgement to voluntarily forever release, waive, discharge, covenant, and agree to indemnify and hold harmless LTM and its successors and assigns, and each and all of its related and/or affiliated corporations, companies, officers, directors, owners, landowners, event promoters, employees, staff, agents, and affiliates under the same terms stated herein.

Should LTM or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs. LTM is not liable for any attorney's fees in which I might incur or suffer.

If any portion of this Agreement is found to be void or unenforceable, the remaining document and terms shall remain in full force and effect. This Agreement constitutes the entire and only understanding and/or agreement between the parties. This Agreement supersedes all other agreements, arrangements, discussions, proposals, marketing materials, letters, brochures communications, and/or representations, whether oral or written, relative to the matters discussed herein. No alteration, amendment, change, modification, or waiver to this Agreement shall be valid or binding unless by the mutual agreement of the parties, and any such alternation, amendment, change, modification, or waiver must be made in writing and signed by duly authorized representatives of both parties hereto. The terms of this Agreement shall be construed, governed by, and enforced in accordance with the laws of the State of Illinois, and the appropriate courts of Illinois shall have exclusive jurisdiction over any dispute arising under this Agreement.

By signing below, the undersigned acknowledges and agrees to the following:

1. I understand that operating a pit vehicle at **Lincoln Trail Motosports** is a privilege, and I agree to comply with all rules outlined in the **Pit Vehicle Policy**. I acknowledge that failure to adhere to the outlined policies **may result in penalties**.
2. I affirm that my pit vehicle is **properly insured**.

3. I have read this **Participant Release and Waiver of Liability, Assumption 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 intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.
4. I recognize that my agreement with and initials/signature to the **Pit Vehicle Policy and Participant Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement** is continuing in nature and shall remain in full force and effect each and every instance I have a pit vehicle at LTM in 2025.

Owner's Signature: _____

Date: _____

Operator's Signature(s) (if different): _____

Date: _____

**PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of the following minor(s): (print name(s) and DOB(s)) _____

being permitted by LTM to operate a pit vehicle on its premises, I further agree to indemnify and hold harmless LTM from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s).

Parent/Legal Guardian Signature: _____

Print Name: _____

Date: _____

Lincoln Trail Motorsports LLC Pit Vehicle Registration

- **Owner's Name:**

- **Operator's Name(s) (*if different*):**

- **Address:**

- **Phone Number:**

- **Email:**

- **Pit Vehicle Type:** Golf Cart Pit Bike ATV UTV Other: _____

- **Pit Pass Type:** 2025 Race Season (\$100) Weekend (\$15) – Dates: _____

Other: _____

<i>Office Use:</i>