

CUSTOMER AGREEMENT

CUSTOMER hereby agrees to the following terms and conditions prior to driving and/or riding on the Circuit Florida racetrack located at 150 Raceway Drive, Auburndale, FL. Circuit Florida may be referred to as "CF", Superspeed Orlando as "SO" and "Facilities" shall include the racetrack and other site improvements.

1. CUSTOMER shall comply with all Circuit Florida and Superspeed Orlando rules and regulations and any specific requirements imposed by CF or SO staff at all times. Furthermore, CUSTOMER confirms that it has proficiency in understanding the English language sufficient for responding immediately to any commands by a CF or SO driving instructor. CUSTOMER's failure to comply with this paragraph shall be subject to immediate termination of CUSTOMER's EXPERIENCE(s) without a refund.
2. Use of the racetrack shall be at the sole and absolute risk of CUSTOMER. CUSTOMER agrees not to hold Circuit Florida, Inc., Superspeed Orlando nor Corsa CF Land, LLC (underlying property owner) liable for any accidents should they occur. To the fullest extent permitted by law, CUSTOMER shall indemnify and hold harmless Circuit Florida, Inc., Superspeed Orlando, and Corsa CF Land, LLC, together with each entity's respective agents, employees, contractors, successors and assigns from and against any and all injuries, claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from CUSTOMER'S use of the Facilities and racetrack.
3. CUSTOMERS who drive shall be obligated to CF for damages to the Facilities and/or vehicle damage should it occur. Even if no immediate visible damage to the vehicle is apparent, the following charges, in addition to actual repair costs, shall apply to drivers (not riders) if the following occurs.  
Two wheels off the racetrack: \$200   Four wheels off the racetrack: \$300   Vehicle hits cone: \$500
4. In addition to #3 above, should physical damage to the vehicle itself and/or to the racetrack or Facility improvements occur, CUSTOMERS who drive shall be liable for the repair and cost of damages. In any such incident, CUSTOMER shall make payment to CF for the amount of the deductible before leaving the Facility. Thereafter, CF or SO shall return any unused portion of the paid deductible once the final determination of damage is made. Each Superspeed Orlando EXPERIENCE includes \$50,000 of vehicular insurance coverage with a CUSTOMER \$10,000 deductible. CUSTOMER shall be responsible for the full deductible and any amount exceeding \$50,000. CUSTOMERS who drive must provide their driver's license to Circuit Florida upon check-in with CF returning upon completion of CUSTOMER'S EXPERIENCES or payment of the above charges and/or noted deductible following a track incident should it occur.
5. CUSTOMER hereby consents to Superspeed Orlando videotaping with sound CUSTOMER's driving and/or riding experiences including an in-car camera. CUSTOMER further consents to Superspeed Orlando's use of its photo(s) or image(s) in connection with any marketing or publicity that Superspeed Orlando may elect to do.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any litigation arising in connection with this Agreement must occur within the Polk County, Florida, court system. The prevailing party shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party.

CUSTOMER hereby acknowledges and accepts the above conditions.

CUSTOMER

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Print Name: \_\_\_\_\_

Today's Date: \_\_\_\_\_