

## HYBRID VEHICLE WAIVER

Participant has requested the opportunity to use a vehicle that generally is referred to as a hybrid (meaning it is powered by a combination gasoline and electric power units). NJMP generally does not allow such vehicles on its race track facilities due to the unique hazards of hybrid vehicles. However, NJMP has determined that the event Participant is to take part in with certain conditions allow Participant's vehicle to take part.

Participant acknowledges and agrees that NJMP, its officers, employees, third party contractors working for NJMP, and affiliates shall not be held liable for any damage to participant's vehicle, including but not limited to damage incurred during towing, recovery, or fire control operations. NJMP reserves the right to extinguish any vehicle fire by any means necessary, which may include, without limitation, pushing, pulling, water application, or submersion of the vehicle in a water bath. Participant assumes all risks of such actions and releases NJMP from any and all claims related to vehicle damage.

In the event of a vehicle fire or incident involving Participant's vehicle results in damage to NJMP's property, including but not limited to the pavement on the race track or elsewhere, barriers, infrastructure, or facilities, or caused environmental damage, Participant agrees to be fully responsible for all costs associated with repair, replacement, and remediation. Furthermore, Participant shall be liable for any loss of income or business resulting from any portion of NJMP's property being rendered unusable for scheduled events or rentals. Participant agrees to pay such costs promptly upon presentation of an invoice by NJMP.

NJMP reserves the right to require Participant to obtain and maintain appropriate insurance coverage for their vehicle and related activities. Such insurance must include NJMP as a named additional insured and must cover potential damages to the facility as well as business interruption or loss of income resulting from incidents involving Participant's vehicle. Proof of insurance must be provided upon request and prior to participation.

NJMP can, in its sole discretion, determine that Participant's vehicle cannot be used in the event and Participant must fully comply with such decision and all directions from NJMP's staff. If this occurs prior to the vehicle entering NJMP's racetrack a refund of any entry fees will be provided unless the reason for preventing the vehicle's use was the result of the vehicle's condition or Participant's actions or inactions. Additionally, after an event has begun if NJMP determines the vehicle can no longer take part in the event, a proportionate refund will be provided of any entry fees unless the reason for preventing the vehicle's use was the result of the vehicle's condition or the Participant's actions or inactions.

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

X \_\_\_\_\_ Date: \_\_\_\_\_  
Vehicle Owner Name (printed)

X \_\_\_\_\_ Date: \_\_\_\_\_  
NJMP Name (printed)