

TRACK SENSE TRACK/TEST DAY EVENT TERMS & CONDITIONS OF AGREEMENT (Club TS members only)

Page 1 of 3

This document comprises a legally binding agreement and sets out the Terms & Conditions by and subject to which Track Sense (Track Sense its servants or agents or other representatives hereinafter and collectively referred to as "TS") agrees to provide and allow a customer/motorcycle rider ("Rider") to participate in motorcycle Track Days, Test Days and/or Amateur Races (the "Ride"). In this Agreement, for the purposes of convenience the masculine gender is used to refer also to the feminine, all Terms & Conditions are severable, the validity of a condition does not affect the validity of any other condition, and where a part of one condition is invalid then that part is severable from the rest of that condition.

TRACK/TEST DAY TERMS, CONDITIONS & WAIVER/INDEMNITY (applies for all participants at all events)

1. The Rider accepts that riding a motorcycle and participating in the Ride, on whatever racing circuit, track, road, or other surface or terrain and whether on public or private highways and regardless of the circumstances or conditions, is inherently dangerous and that it is consequently very difficult for TS to insure against risk of injury or other damage. The Rider therefore and hereby variously agrees, warrants, undertakes and accepts that in participating in the Ride, whether on a public or private highway or at or on such route or course as may be taken for the purposes of the Ride, he is (a) voluntarily exposing himself to and will assume all and any risk of damage or loss or personal injury whether to his person, property or otherwise howsoever (b) solely responsible for the manner in which he rides (c) under a legal obligation at all material times to ride with reasonable care and skill in relation to himself and others (d) responsible for ensuring that he wears appropriate protective clothing that is reasonably fit for its intended purpose (e) under a legal obligation to and will take all steps reasonably required to ensure that nothing he does, or fails to do, will adversely affect the health and safety of TS or other participants in the Ride or any third party and (f) solely responsible for injury, damage or loss that he causes to others (TS recommends that participants obtain third party liability insurance to cover this risk).
2. The Rider accepts that in requesting which rider group he would like to be in, he makes representation as to his ability to ride in that group, and accepts responsibility for any loss or damage arising from him being in the wrong rider group.
3. By way of further assurance to TS, the Rider hereby and variously warrants and declares that (a) he is fit & healthy, and that he knows of no reason, medical or otherwise, why he may not or which might otherwise influence the decision of TS to allow him to participate in the Ride (b) his eyesight (with spectacles or lenses which he will wear as necessary) is adequate for the purposes of the Ride (c) he holds a current full road driving licence or a current competition licence appropriate for the size & type of vehicle he will use and for the circumstances and venue appointed for the Ride and that (d) he will not participate in the Ride whilst using, under the influence of or suffering withdrawal from the consequences of alcohol, drugs or medication.
4. The Rider understands accepts and agrees that (a) TS is not a training organisation and does not represent itself as such and that (b) whilst TS may, it is not obliged to, give guidance on the standards of riding required and (c) it is not in a position to and will not otherwise enforce or be responsible for and hereby disclaims all and any liability for rider discipline or rider safety.
5. Both TS and the Rider agree that nothing in this Agreement shall exclude or in any way limit TS's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such

Continued on page 2...

liability may not be excluded or limited as a matter of law but further agree that TS may and hereby a) excludes its liability to the Rider for any loss of opportunity, employment contracts, business, salary or other remuneration and profits and for any special indirect or consequential loss or damage whether in contract, warranty, civil wrong (including negligence and breach of statutory duty), or howsoever otherwise, arising out of the performance or breach of this Agreement and b) limits its liability to the Rider, in respect of all and any other claims to (i) a sum equal to the loss directly and naturally arising from TS breach of the express terms of this Agreement and (ii) not exceeding the amount of the sums paid and received by TS from the Rider under the terms of this Agreement; and in any event strictly provided that and in respect of (iii) such claims as are notified to TS, in writing, within 28 days of the Rider first becoming, or when he ought reasonably to have become, aware of them.

6. The Rider further agrees to defend, indemnify, and hold TS harmless against any claims, damages costs, expenses & losses arising out of any claim made against them by any persons where such costs & losses are attributable directly or indirectly to the Rider's negligence or participation or other involvement in the Ride or his breach of any of the terms of this Agreement.

7. TS reserve the right to withdraw its services, without refund or any other right to claim for compensation, loss or damage or otherwise whatsoever, and will be under no further obligation to provide the Ride or other any service or facility if the rider is judged by TS as acting irresponsibly, unreasonably by or in a manner likely to endanger or cause loss or damage to the Rider, TS or others.

SPECIAL PAYMENT TERMS & CONDITIONS FOR CLUB TS MEMBERS

The special Payment Terms & Conditions set out below are available to Club TS Members only.

Membership deposit payment:

A non-refundable and non-transferable deposit of £400 is required at the time of booking. If you subsequently cancel your membership you will forfeit the deposit.

Further member payments for events, transport & hotel:

TS will set up a membership account for all Club TS members, which we will update as and when members book new events, etc. Further non-refundable payments are then required, event by event.

For winter season (Oct to April) events, final payment is required 14 days before each event start date.

For summer season (May to Sept) events, final payment is required approx. 4 weeks before the event (the exact final payment date is specified in advance for all events).

TS will provide payment reminders by email. Final payment amounts will vary depending on which options are booked. Failure to make any payment by the due date will result in the cancellation of your reservation.

End of winter season payments:

Bronze and Bronze+ members will pay in full for all events, goods & services event by event so there should be no end of season payment required for Bronze and Bronze+ members.

Silver and Gold members will be required to pay any amounts that remain outstanding on their account before their bike & kit is returned to them in the UK at the end of the winter season. If any outstanding amounts are not paid in full, TS will retain possession of the member's bike/items until all outstanding amounts have been settled. TS may additionally charge £10 per day storage for every day over 14 days where TS retains possession of the member's bike/items pending settlement of any outstanding amounts.

Rider cancellation:

For winter season events, a £25 administration/cancellation fee will apply for each event that is cancelled

Continued on page 3...

more than 14 days before the event start date. Cancellations less than 14 days before the event start date will forfeit all monies paid or due to be paid for the event (if this amount has not been paid at the time of cancellation, it will remain on your account and must be settled in full before the end of the winter season).

For summer season events, cancellation prior to the final payment due date will forfeit the deposit payment amount (no refund/credit is available). Cancellations after the final payment due date will forfeit all monies paid or due to be paid for the event.

At our discretion, TS may refund/credit the Rider on a pro-rata basis for any costs that can be reclaimed from our suppliers (hotel costs for example) but this is not guaranteed so all members should assume that any cancellation after the final payment due date will forfeit all amounts paid or due to be paid for the cancelled event.

Rider change:

In the event of a Rider cancellation, a member may provide a replacement Rider. In this case, a replacement Rider administration fee of £25 will apply, the costs for all of the previously booked options must be paid in full (either by the Club TS member, or by the replacement Rider), and where the replacement Rider is not a Club TS member, the non-member event price will apply.

Rider cancellations at any time (including pandemic-related cancellations):

If any Rider decides to cancel for any reason (including but not limited to injury, sickness, personal circumstances and pandemic-related travel difficulties) the Terms set out in this document will apply. TS cannot be held responsible for any Rider's personal circumstances, travel restrictions imposed by others, or for any costs associated with situations/restrictions/difficulties that are not of our making and are therefore beyond our control.

Please understand this risk before booking, and note that if it is possible to run an event, TS will do it – and throughout the Covid19 pandemic, TS cancelled only 1 event (all other events went ahead as planned) – so be aware that even if travel restrictions/difficulties occur, TS is unlikely to cancel the event.

TS event cancellation (including pandemic-related cancellations):

In the highly unlikely event that circumstances beyond our control force TS to cancel the event, or end the event early, or cancel any event-related support services (or part thereof) TS will, on a pro-rata basis, refund/credit all Riders for all monies paid directly to TS for any part of the goods/services that TS is unable to provide.

Goods/services partly provided in good faith (including but not limited to bike collections/transport) will be charged on a pro-rata basis.

Note that any track time/sessions lost or ended early due to stoppages on the day (including but not limited to sessions that are stopped or missed due to accidents, injury, mechanical failure, bad weather, or similar) cannot be refunded, and refunds can only be offered for goods/services where TS is able to obtain a full/partial refund from its provider/supplier.

Rider costs associated with any and all cancellations:

Subject to the Terms set out above, TS accepts liability/responsibility only for those costs that the Rider pays directly to TS. TS cannot and does not accept liability/responsibility for any other associated costs that the Rider may incur for goods/services provided by other suppliers – this includes but is not limited to all travel costs (flights, insurance, car rental, parking, public transport, accommodation, etc.), loss of earnings, and any other loss/cost that the Rider may incur.