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Waiver

LSRPCA HPDE
October 2022

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

LSRPCA HPDE at MSR Houston
PCA EVENT NAME / LOCATION

October 8 & 9, 2022
EVENT DATE(S)

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in any Porsche Club of America or PCA Club Racing ("PCA") events or activities (EVENTS) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited including but not limited to the competition area and any hot pit area), I, for myself and for my personal representatives, heirs, and next of kin:

1. Acknowledge, agree, and represent that I have or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS that I enter and I further agree and warrant that, if at any time, I am in or about RESTRICTED AREAS and I believe anything to be unsafe, I will immediately advise the officials of such and will leave the RESTRICTED AREA and/or refuse to participate further in the EVENTS. I acknowledge that I may not have the opportunity to inspect any RESTRICTED AREA prior to the event.
2. Hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE PCA or its zones or regions, the promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, sponsors, advertisers, owners, lessors, and lessees of premises used to conduct the EVENTS, premises and event inspectors, surveyors, underwriters, brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENTS and for each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees", FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN MY DEATH ARISING OUT OF OR RELATED TO THE EVENTS, WHETHER CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES OR OTHERWISE.
3. Hereby AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST INCLUDING BODILY INJURY OR PROPERTY DAMAGE I may incur arising out of my presence or participation in the EVENTS, WHETHER CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES OR OTHERWISE.
4. Hereby ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENTS whether caused by the NEGLIGENCE OR FAULT OF RELEASEES or otherwise.
5. Hereby acknowledge that THE ACTIVITIES OF THE EVENTS ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENCE RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. Hereby agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS, and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the EVENTS are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS 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.

PRINT NAME	SIGN NAME HERE
I HAVE READ THIS RELEASE	_____
I HAVE READ THIS RELEASE	_____
I HAVE READ THIS RELEASE	_____
I HAVE READ THIS RELEASE	_____
I HAVE READ THIS RELEASE	_____
I HAVE READ THIS RELEASE	_____

PRINT NAME	SIGN NAME HERE
I HAVE READ THIS RELEASE	_____
I HAVE READ THIS RELEASE	_____
I HAVE READ THIS RELEASE	_____
I HAVE READ THIS RELEASE	_____
I HAVE READ THIS RELEASE	_____
I HAVE READ THIS RELEASE	_____

Signature and Title of Witness

Date

Address of Witness

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Communicable **Disease Waiver**

LSRPCA HPDE
October 2022

COMMUNICABLE DISEASE EXPOSURE AND INFECTION ASSUMPTION OF RISK, HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

APPLIES FOR ALL PCA ACTIVITIES ONE YEAR FROM MARCH 1, 2021 THROUGH FEBRUARY 28, 2022

As lawful consideration for my being granted access to this facility or event ("FACILITY"), and being permitted to participate in its activities, including but not limited to being allowed to drive, compete, crew, officiate, spectate, observe, work, volunteer, participate in any way or otherwise be granted entrance to FACILITY for any reason ("ACTIVITIES"), and by signing below, I acknowledge that I have read, understand, and agree to the following, on my own behalf, on behalf of any minor accompanying me, and on behalf of my personal representatives, heirs and next of kin, agents and principals:

1. The novel coronavirus, COVID-19, also known as "severe acute respiratory syndrome coronavirus 2 ("SARS-CoV2") has been declared a worldwide pandemic by governments and public health agencies. SARS-CoV-2, COVID-19 and/or any mutation or variation thereof (hereinafter "COVID-19") is extremely contagious. COVID-19 and other communicable, contagious and/or infectious diseases, (collectively, "DISEASE") can be spread by exposure to people or otherwise.
2. The unavoidable risk exists that I will become exposed to and/or infected with DISEASE, and could suffer resulting and/or related death, disability, illness, sickness, infection, disease, syndrome and/or other undesirable health condition (collectively "AFFLICTED"), whether now known or unknown, from DISEASE.
3. No one, including RELEASEES as defined below, can eliminate the risk that I will become exposed to or infected by or otherwise experience DISEASE. I am personally responsible for following the DISEASE mitigation guidelines and restrictions of federal, state/provincial, county or other applicable authority including those of FACILITY. I understand that being AFFLICTED by DISEASE may result from the actions, omissions, or negligence of myself and others, including, but not limited to, RELEASEES as defined below.
4. I voluntarily, and knowing the foregoing risks, assume these risks and accept sole responsibility that I may be exposed to and/or AFFLICTED by DISEASE by entering FACILITY or participating in ACTIVITIES. If I choose not to assume these risks, I will neither enter FACILITY nor participate in ACTIVITIES, and by staying at FACILITY I affirm my continuing acceptance of all such risks.
5. I hereby RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE PCA or its zones or regions, FACILITY owners, FACILITY operators, the promoters, participants, racing associations, sanctioning organizations or any affiliated entities thereof, track operators, track owners, officials, vehicle owners, builders and designers, drivers, crews, rescue personnel, any persons in any restricted area, promoters, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees of premises used to conduct ACTIVITIES, premises and event inspectors, those who clean and maintain FACILITY, concessionaires and vendors, volunteers, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or ACTIVITIES, and for each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, collectively referred to as "RELEASEES", FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, agents and principals FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR, WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE INCLUDING EXPOSURE TO DISEASE, THAT MAY RESULT IN ILLNESS, INJURY, DISABILITY AND/OR DEATH. I understand and agree that this release includes claims based on the actions, omissions, or negligence of any RELEASEE whether DISEASE exposure occurs before, during, or after entry to FACILITY and/or participation in ACTIVITIES at FACILITY.
6. I hereby agree to INDEMNIFY and SAVE AND HOLD HARMLESS the RELEASEES and each of them from any loss, liability, damage, or cost (including their attorneys' fees and costs) that I may incur arising out of or related in any manner to my attendance at or participation in ACTIVITIES.
7. SEVERABILITY AND ENFORCEMENT. This Agreement is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which ACTIVITIES are conducted and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I intend for this Agreement to apply any time I am present at any FACILITY during dates noted above.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, ORAL REPRESENTATIONS OR GUARANTEE BEING MADE TO ME, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW, INCLUDING THE RIGHT, DIRECTLY OR INDIRECTLY, TO SUE THE RELEASED PARTIES.

Signature:	Address:
Printed Name:	Mobile #:
Date:	

March 1, 2021

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Tech Inspection Form

LSRPCA HPDE
October 2022



2022 Porsche Club of America Drivers Education Technical Inspection

Driver Name/Car Number _____

Year/Make/Model: _____

Pass Systems Inspected

- _____ **Structural Integrity** - no loose body, interior or drive train parts. No structural rust or cracks at or near suspension/steering mounting points
- _____ **Roll bar** - Mandatory for open & semi-open cars without manufacturer's structural or incident deployed roll-over protection.
- _____ **Loose objects** - remove cell phones, radar detectors, garage door openers, etc. empty door pockets, glove compartment and trunk including tools. Electronic devices (phones, cameras, data, coders) mounted using suction cups or magnets must be tethered.
- _____ **Seat Belts** - : Factory or better installation in both seats; must be securely mounted; belts not frayed; equal restraints for passenger and driver.
- _____ **Harnesses** - 4 point harnesses prohibited except Schroth vehicle specific QuickFit-Pro and Schroth harnesses for Porsche OEM Carbon Bucket seat equipped 991, 981 and 918 models. Harness Belts must be replaced after the expiration date recorded on the FIA or SFI certification labels.
- _____ **Windshield** - condition does not impair vision.
- _____ **Mirrors** - minimum of single mirror in good condition.
- _____ **Gas cap** - properly sealing and tightened.
- _____ **Helmet** - Snell M2015 or SA2015 (or later) in good condition.
- _____ **Head and Neck Restraint (HANS)** – Required with harnesses
- _____ **Head Rests** – required in both seats. The head rest s must extend above the midpoint of the helmet on the vertical plane of the seat back in the normal driving position
- _____ **Fluids** - NO VISIBLE LEAKS of any fluid of any type; appropriate levels and proper fluid types
- _____ **Fluid lines** - proper fittings and line condition; no external clamps used on pressurized oil lines.
- _____ **Battery** - Properly secured; no battery box corrosion.
- _____ **Throttle return** - freely operating and proper spring(s); proper adjustment for full throttle range.
- _____ **Engine** - proper exhaust in good condition; general condition of engine and accessories.
- _____ **Fan/Auxiliary drive belts** - in good condition with proper tension.
- _____ **Electrical** - good overall wiring condition.
- _____ **Brakes** - rotor and pad condition; recommend that pads should be near new to start the event with a 5mm minimum thickness of friction material.
- _____ **Brake fluid** - system flushed and renewed within the last 12 months; proper fluid level; racing fluid recommended. Date Fluid Changed / /202
- _____ **Brake lights** - functional and visible brake lights.
- _____ **Pedals** - good condition, proper pads for grip.
- _____ **Tires** - good surface condition; no cracks, visible cords or blisters; speed rated appropriate to car; minimum of 2mm tread for street tires, properly inflated.
- _____ **Wheels** - good condition; no missing lug nuts; proper torqued lug nuts; hubcaps removed.
- _____ **Center Lock Wheels** (Porsche, 997, 991 & 992 models) – locking device fully engaged
- _____ **Bearings** - proper free rotations; no looseness in hub.
- _____ **Front suspension** - no excessive play; ball joints and tie rods secure; boots and all seals good; struts or shocks and mounts in good condition.
- _____ **Rear suspension** - half shaft condition, boots and seals in good conditions; shocks and mounts in good condition.
- _____ **Steering** - proper movement and response. No binding.
- _____ **Exhaust** – securely fastened and in good condition

In consideration of my participation in this event for myself and any additional drivers, I have checked the above items and certify that they meet or exceed the requirements. I agree to indemnify and hold harmless the organizers of this event, or their agents, with respect to responsibility for the condition and preparation of my car, or any subsequent mechanical failures or resulting damage to my car and for injuries to its occupants as a result, direct or indirect, of any such failures. I Acknowledge that at all times I remain solely responsible for the safety and road-worthiness of my car, and that I am not relying upon this inspection as the sole or primary basis for deciding to enter this car into this event. I hereby declare and certify that I have no physical or mental conditions which could jeopardize myself or others if I participate in this event.

ALL OF THE ITEMS ON THIS TECHNICAL INSPECTION SHEET HAVE BEEN INSPECTED AND SERVICED AS NECESSARY TO MEET THE MINIMUM STANDARDS SET FOR HEREIN. THE TECH INSPECTOR'S SIGNATURE BELOW DOES NOT IMPLY COMPLIANCE WITH THE ABOVE AND SERVES ONLY AS WITNESS TO THE DRIVER'S SIGNATURE, WHICH WARRANTS COMPLIANCE.

Driver's Signature _____

Date _____

Inspector's Signature _____

Date _____

Tech/Dealer _____

Final pre-grid safety check items – the following items will be checked before the first session the car is used on track

1. No loose objects	2. Gas Cap secure	3. Helmet sticker valid
4. Harness expiration date	5. HANS if Harness used	6. At least one tow hook
7. Numbers (front, rear and sides)	8. Electronics tethered	9. Event Registration or Run Group Sticker

Technical Inspection Stations

Prior to participating in the DE event, you must have your car technically inspected.

In general, any authorized Porsche / BMW dealer (or a dealer in the make of car you will be driving) can perform the technical inspection, as well as independent garages who service Porsches or BMW's, etc.

If the location you are interested in is not on the following list of Tech Stations, call them first. In any event, you must make an appointment for a technical inspection.

There may be a charge for this service.

Independent Garages:

Driver's Source, 14750 Memorial Drive, Houston, TX (281) 497-1000

EuroCar Werk, 5103 Gulfton Way, Houston, TX (713) 661-6428

European Auto Techniks, 15103 Mintz Lane, Houston, TX (281) 873-5111

Mayo Performance, 1521 Baccarac Court, Euless, TX (817) 540-4939 (Porsches only)

Modern Aircooled, 1718B W 23rd St, Houston, TX (832)-582-7344

SoulSpeed Performance Inc., 5214 Burleson Road, Suite 112, Austin, TX, (512) 8321800

Sphere Motorsports LLC, 3233 West 11th St, Unit J2, Houston, Texas (832) 277-7062

Swiss Garage, 3520 W Alabama St, Houston, TX (713) 626-9320

Victory Motorcars, 5829 Beverly Hills St., Houston, TX (713) 783-6555

Winding Road Racing, 2500 Mc Hale Ct #100A, Austin, TX (512) 994-0656

Authorized Porsche Dealers, including:

Porsche of North Houston, 18111 North Freeway (I-45), Houston, TX (281) 944-2122

Momentum Porsche, 10105 SW Freeway, Houston, TX (713) 596-3611

Porsche of West Houston, 11890 Katy Freeway, Houston, TX (281) 249-4718

Park Place Porsche, 4101 Oak Lawn Avenue, Dallas, TX (214) 525-5400