

# SIMA Motorsport Academy (“SIMA”)

## II. SIMA PRACTICE RULES AND REGULATIONS

“In consideration of being allowed to use the SIMA raceway and other SIMA facilities (collectively, “SIMA Facilities”) and to rent SIMA equipment, each of the undersigned, for himself, his personal representatives, heirs, and successors:

1. ACKNOWLEDGES, AGREES, AND REPRESENTS that he has or will immediately upon entering any area of the SIMA Facilities inspect the same and further agrees and warrants that, if at any time, he feels or believes anything to be unsafe or observes any unsafe condition, he will immediately advise representatives of SIMA of such condition, and if necessary will leave the SIMA Facilities and cease their use. FURTHER ACKNOWLEDGES, AGREES, AND REPRESENTS that he has or will, immediately upon renting or otherwise coming into possession of any SIMA equipment, and before commencing use of the SIMA equipment, he will inspect the same and, thereafter continuously during his use of any SIMA equipment, will continue to inspect the same and, if at any time, he feels or believes anything to be unsafe or observes any unsafe condition in any SIMA equipment, he will immediately advise representatives of SIMA of such condition and if necessary will cease the use of the SIMA equipment.
2. HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE, Italian Motors USA LLC (doing business as SIMA and/or IMUSA LLC), Massimo Holdings LLC, IM USA, Inc. and their respective shareholders, officers, directors, members, managers, employees, agents, contractors, successors, and assigns (all referred to herein as “Releasees”) and each of them, FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, heirs, successors, assigns, and next of kin FOR ANY AND ALL LOSS OR DAMAGE OF ANY NATURE WHATSOEVER, AND ANY CLAIMS OR DEMANDS THEREFOR, ARISING FROM OR RELATED TO, IN WHOLE OR IN PART, THE BODILY INJURY, DEATH, OR DAMAGE TO PROPERTY OF THE UNDERSIGNED ARISING FROM OR RELATED TO, IN WHOLE OR IN PART, THE USE OF THE SIMA FACILITIES OR THE USE OR RENTAL OF ANY SIMA EQUIPMENT, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

3. HEREBY AGREES TO INDEMNIFY, DEFEND, AND SAVE AND HOLD HARMLESS the Releasees, and each of them, FROM ANY LIABILITY, DAMAGE, COST, SETTLEMENT, SUIT, ACTION, DEMAND OR OTHER LOSS OF ANY NATURE WHATSOEVER they may incur arising out of or related to the BODILY INJURY, DEATH, OR
4. DAMAGE TO PROPERTY of the Undersigned incurred when using SIMA FACILITIES or SIMA equipment, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**
5. ACKNOWLEDGES that the use of go-karts and related equipment, the racing of same, and the use of the raceway and other SIMA Facilities and SIMA equipment are INHERENTLY VERY DANGEROUS ACTIVITIES WHICH INVOLVE THE RISK OF SERIOUS BODILY INJURY, DEATH, OR PROPERTY DAMAGE AND THAT ANY INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY RESCUE OPERATIONS AND PROCEDURES OF RELEASEES. The Undersigned HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising from or related to the Undersigned's use of the SIMA Facilities or any SIMA equipment, or any attempt to rescue or treat the Undersigned for any injury sustained, **WHETHER ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**
6. Hereby agrees that the Release, Waiver of Liability, Assumption of Risk and Indemnity provisions set forth above **EXTEND TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES** and is intended to be as broad and inclusive as is permitted by the laws of the State of Washington and that if any portion thereof is held invalid, agrees that the balance shall notwithstanding continue in full force and effect.
7. Further acknowledges and agrees to assume all responsibility and liability for himself, his drivers, assistants, guests, crew and anyone else present at the SIMA Facilities or using SIMA equipment at the request or invitation of the undersigned (collectively, the "undersigned and/or the undersigned's invitees") for any damage, including without limitation bodily injury or death or property damage and attorneys' fees and costs related thereto that may be caused by the undersigned or the undersigned's invitees, or any of them, arising from or related to use of the SIMA Facilities or SIMA equipment or the undersigned's or the undersigned's invitees equipment at SIMA Facilities.

- 8. Agrees to be bound by the all of the rules, bylaws, and regulations of SIMA, agrees that the decisions of its Manager and officials and their interpretation of such rules, bylaws, and regulations will be absolute, final, and binding upon the undersigned, without appeal, and agrees that he hereby waives any right to appeal, sue, or commence any legal action in respect of any such decision made by any such Manager or official.
  
- 9. Acknowledges that SIMA’s regulations as of this date are attached and that SIMA may change these regulations at any time without notice and in the sole discretion of SIMA.
  
- 10. The Undersigned has read the foregoing Release, Waiver of Liability, Assumption of Risk, and Indemnity provisions, understand their terms, understands that he has given up substantial rights by signing it, and has signed it freely and voluntarily without any inducement, assurance, guarantee, representation or warranty, including without limitation any express or implied warranty of fitness of purpose of any SIMA Facility or SIMA equipment and intends his signature to be unconditional.

_____	_____
<b>Member Signature</b>	<b>Printed Name</b>
_____	_____
<b>Date Signed</b>	<b>E-Mail Address</b>

**1. Track Operation**

- 1.1 Maximum of ten (10) karts on the track at any one time.
- 1.2 No competitive passing allowed.
- 1.3 No contact allowed.
- 1.4 All participants (i.e. drivers, mechanics and observers) to sign the “Waiver of Liability” form prior to use of the facility.
- 1.5 Karts, ATVs, scooters, bikes, skateboards are not to be operated in the pit area (Unless it is SIMA management) or the track while the track is hot. Karts being pushed on kart stands to the hot pit area are not permitted to be running.
- 1.6 Karts are not to be operated under their own power in the pit area at any time.
- 1.7 Junior Drivers (Under 15) may, request junior only practice sessions. Remember junior racers can be very intimidated by faster senior karts, be respectful of their feelings.
- 1.8 Maximum time for any practice session not to exceed 10 minutes.

## **2. Drivers, Mechanics, Observers**

2.1 Driver's safety equipment to be as per IKF rule book, including full face Snell 2000 or newer helmet, all drivers 5-11 years old must use an SFI approved chest protector and ribvest when on track, and must wear neck brace, gloves, high-top shoes or racing shoes.

2.2 SIMA and IKF rules of conduct are in effect at all times.

2.3 Only Adult Driving Instructors and Parents of minors are permitted to enter the track in a safe manner and location suitable for observing a driver. At no time is the karter allowed to stop on the track surface to communicate with the Driving Instructor or Parent. All communications will be done in the grid or pit area. Driving Instructors and Parents must wear an appropriate safety vest at all times when entering onto the hot track for instructional purposes.

## **3. Facility Care and Maintenance**

3.1 All pits will require: First Aid Kit, Fire Extinguisher, Drain pan, garbage container/bag.

3.2 Trailer tongues to be supported. ie. set on a board so they don't dig into the pavement.

3.3 All asphalt surfaces are to be protected and kept free of debris at all times. It is also recommended that a tarp/carpet be placed under any area a kart will be worked on.

3.4 All fluids (fuel, oil, lubricants, cleaners, etc.) are to be removed from the facility on completion of practice.

3.5 All safety wire, tie straps, etc. are to be picked up and put into the garbage at all times.

3.6 Damaged kart parts, tires, used fuel containers and any other discardable material are to be removed from the facility on completion of practice.

3.7 Used tires are to be removed from the facilities by the individual(s) who used them.

3.8 *Tent pegs are not allowed to be used to secure tents on paved surfaces.*

## **4. Tire Compounds**

4.1 Unless noted otherwise due to concerns for the asphalt surface, all tire compounds shall be in accordance to SIMA and IKF ruling

4.2 In order to prevent damage to the track SIMA management will have the right to determine what compounds can be run on the facility.

4.3 Tire treatment (ie: doping) is not allowed.

## **5. Noise**

5.1 Maximum kart engine sound level permitted is 82db as measured in accordance with IKF specifications. All karts are to be equipped with an air box. Note: Some engine packages may not require an additional silencer but it is the driver's responsibility to ensure their engine does not exceed the 82 db level.

5.3 Kart engines may be run from 8:30 AM to Noon and from 1:00 P.M. to 7:00 PM.

5.4 Generators and compressors may be run from 8:30 AM to Noon and from 1:00 P.M. to 10:00 PM. Radios, stereos, etc. must be quiet by 10:00 PM. All generators to be turned off during drivers meetings.

5.5 All karts must use an air box with the exception of kid karts and 4 Cycle engines. CIK classes must use CIK approved air box, F80 & F125 to use CIK or IKF approved air box.

5.6 All karts in the grids or pit area that are being warmed up must have exhaust pointed towards the track and ICC engines must have well packed silencers.

## **6. Safety**

6.1 At least one adult must be an observer during a practice event. That person must be equipped with a cellular telephone for communication with emergency services.

6.2 A vehicle for emergency transportation must be on site.

6.3 A first aid kit is mandatory.

## **7. Membership**

7.1 Memberships are annual and as such the spouse and all children under the age of 19 have practice privileges as long as they comply with membership rules.

## **8. Compliance**

8.1 Membership is a privilege and is not a right.

8.2 Members who do not comply with the SIMA rules and or the SIMA Management may be subject to an immediate loss of their practice privileges or other sanction recourse.

8.3 Penalties of membership are assessed and adjudged by the SIMA Management without recourse by the offender.

**Track operated by Italian Motors USA LLC Ver a001**