

## **TEST DRIVE INDEMNITY, WAIVER AND RELEASE**

Note: The 2016 Louisville Auto Show reserves the right to refuse any individual's participation in a test drive. The possession or use of alcoholic beverages or unruly or inappropriate behavior will result in automatic disqualification. Refusal shall be at the sole discretion of the Show staff, whose decision shall be final in all respects.

(Please print. Use pen with dark ink. Signature is required on the back.)

Date:	
Legal Name:	Email Address:
Street Address:	Cell Phone:
City, State and Zip Code:	Work Phone:
Driver's License No.:	Home Phone:
License Expiration Date:	Insurance Company:
Issuing State of Driver's License:	Insurance Agent:

I desire to test drive one or more vehicles (each, the "Vehicle") during the 2016 Louisville Auto Show ("Show") held at the Kentucky Exposition Center ("KEC"). I voluntarily enter into this agreement in order to induce the manufacturer of the vehicle ("Manufacturer"), the Manufacturer's dealers, the organizer of the Show (GLADA), KEC and the Kentucky Fair Board (collectively, the "Show Parties") to allow me to test drive the Vehicle on or around Ring Road. In consideration for allowing me to test drive the Vehicle, I understand and agree to the following terms and conditions:

1. I represent, warrant and certify to the Show Parties that I am 18 years of age or older and:
  - I currently have a valid driver's license, which I have identified above, that allows me to operate a motor vehicle in the Commonwealth of Kentucky.
  - I presently have a valid insurance policy, which I have identified above, that provides collision and liability insurance meeting or exceeding the minimum coverage required by Kentucky law that applies while I am driving the Vehicle. This insurance coverage shall be primary.
  - I and all passengers in the Vehicle will use available safety belts while I operate the Vehicle.
  - I am not aware of any medical condition or other circumstance that may adversely affect my ability to operate the Vehicle. I am of sound mind.
  - I have not consumed, and will not be under the influence of, an alcoholic beverage or illegal substance while driving the Vehicle.
  
2. I shall comply with all policies, rules and regulations of the Show Parties relating to the test drive, as well as all applicable motor vehicle laws, including but not limited to those concerning vehicle safety, vehicle operation, insurance, and the transportation and consumption of alcohol beverages. I hereby assume all responsibility for my failure to comply with such policies, rules, regulations and laws.
  
3. In case of injury or emergency during the test drive, I will call 911; for a non-injury accident, I will call LMPD at 502- 574-7111 or 502-574-2111. I shall immediately report to my insurance company, GLADA and the Louisville Metro Police Department any accident, injury or damage arising during my operation of the Vehicle. I promptly shall forward to GLADA all documents, notices and pleadings received by me or on my behalf regarding any claim, lawsuit or other action regarding my use of the Vehicle.

(CONTINUED ON THE BACK)

4. My test drive of the Vehicle is voluntary and carries with it (a) certain dangers and risks to people inside and outside of the Vehicle, including but not limited to collision, storm damage, turning over, slipping, falling, tripping, equipment failure and vehicle failure, which could result ultimately in temporary or permanent injury or even death, (b) damage to, or even total destruction of, the Vehicle, and (c) loss of, or damage to, any personal items I or my guests may leave in the Vehicle. I assume complete responsibility for all risks and all injuries, death and/or property damage that may occur as a result of those risks, even if such injury, death or property damage occurs in a manner that is not foreseeable at the time I sign this instrument.

5. I hereby assume and will defend at all times, indemnify, protect, save and hold harmless each of the Show Parties and their respective officers, directors, employees, agents, representatives, managers, members, dealers, sponsors, advertisers, contractors, committees, insurers, successors, assigns, subsidiaries, sister companies, and other affiliates (collectively, the "Indemnified Parties") from any and all claims, demands, actions, causes of action, suits, costs, charges, liabilities, judgments, loss or expenses, including attorneys' fees, which may arise or result, directly or indirectly, whether caused by my negligence or otherwise, from my use or operation of the Vehicle, including but not limited to those arising from any personal injury, death or property damage.

6. I hereby release, waive and, discharge each of the Indemnified Parties from any and all liability to me, my family members, insurers, heirs, personal representatives and assigns from any and all loss or damage, and any claims or demands therefor, on account of injury to or death of any person or damage to any property, arising out of or in any way connected or related directly or indirectly to my operation or use of the Vehicle, whether caused by my negligence or otherwise, and covenant not to sue any of the Indemnified Parties in connection with any such loss, damage, claim or demand.

7. I grant permission to the Show Parties to utilize my image, likeness, actions and statements in any recorded audio or photographic display, or other transmission, exhibition, publication or reproduction made of or at the Show (regardless of whether before, during or after the Show) in any medium or context without further authorization or compensation.

8. This instrument shall be binding upon my heirs, personal representatives, insurers and family members. I agree the terms of this instrument are intended to be as broad and inclusive as is permitted by Kentucky law and that if any portion is held invalid, the balance shall continue in full legal force and effect. I make these covenants and representations with the full understanding that the Show Parties are relying on each of them. This instrument shall apply to my use or operation of any and all Vehicles at any time during the Show and shall survive each test drive indefinitely.

9. By my signature below I agree and acknowledge that (i) I have read the above terms and conditions carefully and fully, (ii) I fully understand them, (iii) I agree to be bound thereby, (iv) I will not use or operate the Vehicle except with an authorized sales associate in the Vehicle with me, (v) I am signing this waiver freely and voluntarily with full knowledge of its significance, and (vi) I consent to the use of a wristband or other form of identifier evidencing that I have carefully read and signed this instrument.

Consumer Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_