

**Attachment "D"**

**Release**

**RELEASE, INDEMNITY AND WAIVER OF ALL CLAIMS**

For and in consideration of being granted permission to access and/or use the test track and facilities of Michelin North America Inc. in Laurens County, South Carolina, I, \_\_\_\_\_, (hereinafter "Releasor"), individually and

*(Print name)*

for my heirs, executors, administrators, successors and assigns, do hereby release and hold harmless Michelin North America Inc. (hereinafter "Releasee"), its parent and affiliated companies, successors and assigns, and its and their officers, directors, employees, agents and representatives, without any limitation, exception, reservation or exclusion, from and against any and all claims, losses, damages or actions whatsoever, including attorneys' fees, for injury to person or property, including death, arising out of Releasor's access to and/or use of the Laurens test track.

Releasor agrees to indemnify Releasee and each of them and to hold them harmless from any loss, damage or cost they may incur due to the presence and/or participation of Releasor.

This Release, Indemnity and Waiver of all Claims is governed by the laws of the State of South Carolina. Releasor expressly agrees that this Release, Indemnity and Waiver of all Claims is intended to be as broad and inclusive as permitted by law, and if any portion hereof is deemed to be against public policy or otherwise unenforceable, the remainder shall continue in full legal force and effect.

I further acknowledge that I have received a copy of, read, understand and agree to comply with Laurens Proving Ground's TRACK SAFETY RULES. Should this Release, Indemnity and Waiver of All Claims include my being granted permission to drive a vehicle on the Laurens test track, I hereby certify that I am at least 18 years of age and possess a valid driver's license as stated below, and that I have the necessary driving skills and good judgment to maintain driving privileges at Laurens Proving Grounds.

I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE, INDEMNITY AND WAIVER OF ALL CLAIMS, AND I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DRIVERS'S LICENSE: Number: \_\_\_\_\_ State/Country: \_\_\_\_\_