

# AUTOBAHN COUNTRY CLUB

## INDEPENDENT DRIVING INSTRUCTOR AGREEMENT

This Independent Driving Instructor Agreement (this "Agreement") is effective as of \_\_\_\_\_, 2023 between \_\_\_\_\_ ("Instructor") and Autobahn Country Club, L.L.C. ("Autobahn")

Autobahn operates the Autobahn Country Club (the "Club") at its facility in Joliet, Illinois (the "Facility").

Autobahn and Instructor desire to enter into this Agreement to set forth the terms and conditions with respect to Instructor providing coaching, testing, video review, data analysis and other related driving instruction services at the Facility on a for-hire basis to Club members (the "Instruction Services").

Autobahn and Instructor acknowledge and agree that Instructor (i) shall act only in his or her independent capacity and that Instructor is not an employee, agent or representative of Autobahn, (ii) shall not have any authority to make any agreement or bind Autobahn or any of its affiliates in any manner whatsoever and shall not represent to possess such authority with any person, including but not limited to, any Club member, and (iii) shall only perform Instruction Services at the request of Club members and only as allowed under the terms and conditions of this Agreement.

During the Term (as defined in paragraph 8 below), Instructor shall be allowed to perform Instruction Services to Club members under the following additional terms and conditions:

1. Prior to performing any Instruction Services, Instructor must be approved as a "qualified outside instructor" by Mike Gritter, Autobahn's Director of Track Operations. If requested, Instructor may be required to attend one or more driver orientation sessions with a member of Autobahn's instruction team. Any failure or refusal to attend an orientation session as requested will result in a termination of the Instructor's rights to perform Instruction Services at the Club.
2. **This paragraph 2 applies only if Instructor is not a member of the Club.** Unless Instructor is a member of the Club, Instructor's activities at the Facility are limited exclusively to providing Instruction Services. Any activities beyond providing such Instruction Services may result in the removal of Instructor from the Facility and/or termination of this Agreement as determined by Autobahn in its sole discretion. In addition to the foregoing, in the event the Club's Director of Track Operations determines that Instructor is on-track in a manner which does not entail Instruction Services, Autobahn shall charge Instructor (or the Club member who hired or is otherwise responsible for the Instructor) the relevant track access fee applicable to guest drivers and count such activity as a guest track activity against such Club Member, in addition to any other fee or expense payable by Instructor hereunder. Such fee may be imposed retroactively in the event it is subsequently determined that Instructor was on-track in a manner that did not entail Instruction Services.
3. **This paragraph 3 applies only if Instructor is not a member of the Club.** Instructor shall pay a fee to Autobahn for each day in which Instruction Services are performed in an amount equal to (i) \$250 per day for weekday instruction, (ii) \$300 per day for weekend instruction and (iii) \$400 per day for full track instruction. This fee is due prior to the time the Instruction Services begin for that day.
4. Instructor shall provide Autobahn at least 24 hour advanced notice of Instructor providing Instruction Services at the Facility.

5. Instructor acknowledges and agrees that the Instruction Services are inherently risky and may cause injury to self or others or damage to property. Instructor shall sign all waivers requested to be signed by Autobahn in order to enter into the Facility. **Additionally, prior to performing Instruction Services for any day, Instructor shall provide Autobahn with an executed special waiver in the form attached as Exhibit A hereto, signed by both Instructor and the Club Member who is receiving Instruction Services.**
6. Instructor shall indemnify and hold harmless Autobahn, its affiliates, and their respective officers, managers, members, employees, agents and representatives (each an "Indemnified Party") from and against any and all liabilities, losses, damages, claims or demands, including attorney's fees, incurred by such Indemnified Party as a result of any act or omission by Instructor in the course of Instructor performing Instruction Services at the Facility.
7. Unless Autobahn otherwise notifies Instructor prior to the performance of the Instruction Services, Autobahn shall provide liability insurance coverage covering Instructor as a motorsports participant under its general commercial liability policy, and in such case, Instructor shall be responsible for any additional expense incurred by Autobahn for such coverage. If Instructor is notified that Autobahn will not be providing such coverage prior to the performance of Instruction Services, Instructor shall be responsible for obtaining his or her own commercial general liability policy, at his or her expense, with limits of \$1,000,000 per occurrence combined single limit for personal injury and property damage, naming Autobahn and its affiliates as additional insureds, and shall provide Autobahn with a certificate of insurance prior to Instructor performing the Instruction Services. In no event shall Autobahn be responsible for any personal injury or property damage, including vehicle damage, caused by Instructor or as a result of his or her performance of the Instruction Services.
8. The term of this Agreement ("Term") is from the effective date set forth above until November 15, 2023 unless earlier terminated by Autobahn.
9. Instructor represents that he or she is good health, holds a valid driver's license, has not in the past 5 years been convicted of a serious moving violation (e.g., driving under the influence, reckless driving, etc.), and will not provide Instruction Services while under the influence of alcohol or drugs. Instructor must be at least 21 years of age in order to provide Instruction Services unless otherwise agreed by Autobahn.
10. This Agreement shall automatically terminate at such time that Instructor is in breach of any of the terms and conditions set forth in this Agreement, upon the expiration of the Term or by Autobahn at any time at its sole discretion.

AUTOBAHN COUNTRY CLUB, L.L.C.

INSTRUCTOR:

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

AUTOBAHN COUNTRY CLUB  
INDEPENDENT DRIVING INSTRUCTION WAIVER AND RELEASE

In consideration of being permitted to procure and/or provide independent driving instruction services at the Autobahn Country Club on \_\_\_\_\_, 2023 each of the undersigned:

Hereby releases, waives, discharges and covenants not to sue Autobahn Country Club, L.L.C., its affiliates, and each of their respective officers, managers, members, employees, agents and representatives and guests (each, a "Releasee") from all liability to each undersigned, his or her personal representatives, assigns, heirs and next of kin or to any other person for any and all loss or damage, and any claims or demands therefor, on account of injury to persons or property or resulting in death in each case arising out of or relating to the performance of driving instruction services whether caused by the negligence of any Releasee or otherwise.

Hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage or cost they may incur arising out of or related to the undersigned's or any other person's injury, property damage or death relating to the performance of driving instruction service, whether caused by the negligence of any Releasee or otherwise.

Hereby acknowledges that driving instruction is inherently dangerous and that serious personal injury or damages may be sustained.

Each of the undersigned has read, fully understands and voluntarily agrees to the above terms and conditions.

INSTRUCTOR:

CLUB MEMBER:

\_\_\_\_\_

\_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_