

For Office Use Only

Arrival Date: _____ Departure Date: _____ Lodging: _____

Updated Nov. 2022



FACILITY REGISTRATION & AGREEMENT FORM

Name: _____

Company: _____

Telephone: _____

Email: _____

AGREEMENT TO ENTER THE AUTOMOTIVE ENVIRO TESTING FACILITY

CONFIDENTIALITY

In consideration of being allowed access to the Test Site and buildings owned by Automotive Enviro Testing (AET), the undersigned promises and agrees that he/she may have access to confidential or proprietary information and that such Confidential Information includes, but is not limited to: **(1)** research and development and testing operations; **(2)** personnel and business relationships; **(3)** proprietary, technical information, methods, research, and other know-how; **(4)** prototype vehicles and machines; **(5)** customers of AET; **(6)** technical knowledge relating to customer requirements.

Such Confidential Information is understood by the undersigned to be a valuable, special, and unique asset of the owner thereof, although access to which may be necessary and essential to the performance of the job duties of the undersigned. Therefore, the undersigned hereby agrees that he or she has no ownership right, title or interest in or to any such Confidential Information; and that he/she will not disclose in whole or in part such Confidential Information to any person or business organization for any reason or purpose whatsoever, nor will he/she make use of any such Confidential Information for their own purposes or for the benefit of any person or business organization. The undersigned agrees that in the event of a disclosure or threatened disclosure of such Confidential information by any means whatsoever, the undersigned may be: **(1)** detained and thoroughly search by AET; **(2)** required to turn over cameras or film to AET; **(3)** ordered by a court to be detained by an officer of the law until the return of any and all documents or other tangible items which reflect, reveal, disclose, constitute, compromise, or embody such Confidential Information and any and all copies thereof; whereupon the undersigned shall promptly comply with such demand.

The undersigned's obligation hereunder shall be continuing and shall not cease upon leaving the Test Site.

USER WAIVER, RELEASE AND IDEMNITY

I do further agree to RELEASE, DISCHARGE AND FOREVER EXTINGUISH, and to DEFEND, IDEMNIFY, REMINBURSE, and HOLD **AET** HARMLESS from all causes of action or claims of any kind which I now have or might have in the future, resulting from loss or damage to property or from personal injury, illness, death, present and future pain and suffering and mental anguish, loss of consortium or support or services or society, or any other liability whatsoever, whether known or unknown, contractual, statutory, tortious or equitable in character or arising under any applicable law of the United States or any state within the United States, now or in any way related to or occurring as a consequence of my presence on or near the AET Facility, resulting from, arising out of or caused, in whole or in part by your fault of any kind, including but not limited to willful conduct, negligence, gross negligence, deliberate acts, strict liability in tort, breach of warranty express or implied, including that caused in whole or in part by any of AET's agents', contractors', employee, invitees' or licensees' activities directly or indirectly related to the use of the AET facility.

I understand and agree that my presence at this AET Facility has RISKS and DANGERS that occur quickly, without warning and at high rates of speed, such that I ACCEPT RESPONSIBILITY for anything and everything that may involve my personal safety, health, or life.

Except as described herein there are no promises, representations, or agreements between us involving my personal safety, health, or life. I have carefully read this agreement and I understand the contents thereof, and I sign the same as my own free act and deed.

OPERATING RULES

I have received the *AET* Operating Rules and agree to abide by them.

Have you been on-site and driven the AET courses previously? **REQUIRED**

- Yes, **I have** been on-site and driven the AET courses before.
- No, I have not previously driven or tested on the AET courses before and understand I will need to schedule instruction from an AET Course Coordinator prior to accessing any courses.

Signature: _____ **Date:** _____

*** Please keep in mind that typing one's name into the above signature line constitutes a physically written signature and is binding. ***