

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

INDEMNIFICATION AGREEMENT

The North Carolina State Highway Patrol (hereinafter referred to as SHP), and _____, (hereinafter referred to as LICENSEE), do hereby agree that, in consideration of agreements hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged by the LICENSEE. The LICENSEE does agree to defend, indemnify, save and hold harmless the SHP from and against all claims, damage, or expense arising out of or from any accident, violation of law or ordinance or other occurrence in, on, or at the Defensive and Precision Driving Facility located at 380 East Tryon Road, Raleigh, North Carolina (hereinafter referred to as FACILITY) when used by the LICENSEE. LICENSEE will protect, indemnify, save and keep harmless the SHP against any claims, and any loss and all loss, damages, or expenses arising out of any failure of the LICENSEE in any respect to comply with and to perform the requirements of this agreement.

LICENSEE further agrees to release the SHP from any and all liability arising out of and from any claim, cost, or damage due to any injury or damage to the person or property of any employee or agent, invitee, assignee or contractor of the LICENSEE save and except for intentional injuries caused by the wanton, malicious, or intentional acts of the SHP, its agent/employees, assignees or contractors.

In return for the above set forth indemnification and releases by the LICENSEE to the SHP, the SHP agrees to and hereby does grant to the LICENSEE its employees, agents, invitees, assignees, or contractors the right and privilege to use the FACILITY for and within the purposes for which it was designed for a period beginning on the _____ day of _____, 20_____, to and including the _____ day of _____, 20_____, or until earlier terminated. In the event either party shall wish to terminate this agreement, that party shall give notice to the other party in writing of their intentions. Such written notice shall constitute termination of the agreement.

LICENSEE agrees that any approved use of the FACILITY shall be coordinated with the appropriate person(s) at the SHP so as not to interfere or conflict with use of the FACILITY by the SHP. It is expressly understood and accepted that use of the FACILITY by the SHP shall take precedence over use by the LICENSEE. The LICENSEE further agrees to comply with all regulations for FACILITY use as may be imposed by the SHP.

This agreement is limited to the terms as expressly set forth herein and does not convey to either party any rights or claims in addition to those specifically set out herein or as by law arise. This the _____ day of _____, 20_____.

N. C. STATE HIGHWAY PATROL

BY: _____
DIRECTOR OF DRIVER TRAINING / OR DESIGNEE

BY: _____
Licensee / Parent or Guardian of Licensee