

**2017-2018 ADULT FMS ALL-EVENT RELEASE, WAIVER AND INDEMNITY AGREEMENT**

***THIS IS A TWO-PAGE DOCUMENT. READ BOTH PAGES BEFORE SIGNING.***

IN CONSIDERATION for Feld Motor Sports, Inc. ("FMSI") allowing me to (a) compete, officiate, observe, work for, or participate in any way in any events produced and/or promoted by FMSI during calendar years 2017 and 2018 or in any related activities, whether events are monster truck shows, motorcycle shows, or other entertainment events (collectively, the "Event(s)"); or (b) enter, for any purpose, any restricted area requiring authorization, credentials, or permission to enter or where admission of the general public is restricted, including but not limited to, the competition and pit areas ("Restricted Area(s)"), I ACKNOWLEDGE and AGREE that, AS TO EACH SUCH EVENT, I:

1. Will immediately upon entering any Restricted Areas and continuously thereafter, inspect such areas, and if at any time I feel any part of Restricted Areas to be unsafe, I will immediately so advise the Event officials and will leave and/or refuse to participate further in the Event(s).
2. (i) UNDERSTAND that THE EVENT(S) MAY BE VERY DANGEROUS and may involve the risk of SERIOUS INJURY or DEATH and that the INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS; (ii) ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATING TO ANY EVENT, AND FOR ALL LIABILITY TO ME and my personal representatives, assigns, heirs, next of kin or wards; and (iii) AUTHORIZE AND PROVIDE FULL CONSENT TO RELEASEES, as defined in Paragraph 3 below, to seek and/or provide medical attention, as each may deem necessary, if I am unable, unfit or not qualified to make such decision.
3. RELEASE, WAIVE AND DISCHARGE FMSI, its parent, affiliates and related companies, and their respective representatives, officers and employees and those in privity with them including, without limitation, any co-promoters, sponsors, participants, racing associations, sanctioning organizations or any subdivision or affiliate thereof, track operators, owners, builders and construction companies, officials, car owners, drivers, pit crews, rescue personnel, trauma doctors and other medical personnel, any persons in any Restricted Area, promoters, advertisers, owners and lessees of premises used to conduct the Event(s), inspectors, surveyors, underwriters, risk evaluators, consultants and others who provide recommendations, directions, or instructions including, but not limited to, driving schools or classes, and each of them, their directors, officers, agents and employees (collectively, "Releasees") FROM ALL LIABILITY TO ME and my personal representatives, assigns, heirs, and next of kin or wards FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMAND ON ACCOUNT OF DEATH OR INJURY TO PERSON OR PROPERTY, ARISING OUT OF OR RELATED TO ANY EVENT, WHETHER CAUSED IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE RELEASEES OR OTHERWISE, including, without limitation, NEGLIGENT RESCUE OPERATIONS.
4. AGREE TO INDEMNIFY, DEFEND, AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY claim or demand brought by or on behalf of me for any LOSS, LIABILITY, or DAMAGE arising out of or related to the EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES, LITIGATION EXPENSES AND COURT COSTS.
5. GRANT to FMSI, and its related or affiliated entities and their respective employees, agents, licensees, successors and assigns (collectively, "Grantees"), permission to photograph, film, videotape or otherwise record my voice, image, or likeness in connection with any Event (collectively, the "Appearance"), and to use the Appearance in advertising, publicity, promotional, merchandising and/or other commercial activities of Grantees, and agree that Grantees shall be the exclusive owner of all copyright and other rights in and to all works incorporating any or all of the Appearance, and all allied, ancillary and subsidiary rights relating thereto, and will be able to perpetually use and license to third parties such works in all media currently existing or hereafter created, including, but not limited to, printed materials, television and all electronic

media, for any use to which the same or any material therein may hereafter be put, applied or adapted. I further acknowledge that (i) Grantees are not required to use the Appearance in any way; (ii) Grantees may transfer, assign or sublicense their rights and privileges hereunder to any entity or individual without restriction; (iii) in no event shall I have the right to enjoin the development, production or distribution or exploitation of material incorporating any or all of the Appearance; (iv) the consent of no other person, firm, corporation or labor organization, including without limitation, SAG and/or AFTRA, is required to enable Grantees to use the Appearance; and (v) the use by Grantees of the Appearance will not violate the rights of any third party or any rights that I may have as a result of any membership in any labor organization. Additionally, I forever RELEASE AND DISCHARGE Grantees from any and all actions, counter or cross actions, claims, demands, damages, costs, attorneys' fees and expenses of any kind whatsoever (collectively "Claims"), which may now exist or hereafter arise, including but not limited to, Claims relating to the rights of privacy and publicity arising out of or related to use of the Appearance, or any part thereof, and further agree that I shall be liable for any attorneys' fees and costs incurred by Grantees or any one of them in connection with any claim or lawsuit filed notwithstanding the terms of this release.

6. Warrant and represent that I am of the age of majority in the state, province, and/or country stated above.

7. Understand that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

**I HAVE READ THIS RELEASE AND FULLY UNDERSTAND ITS TERMS AND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN IT VOLUNTARILY AND KNOWINGLY, WITHOUT ANY INDUCEMENT, WITH FULL KNOWLEDGE AND UNDERSTANDING OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Nevertheless, I HEREBY AGREE TO WAIVE THE PROVISIONS OF THIS STATUTE, AND MY SIGNATURE BELOW IS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Name \_\_\_\_\_  
(Print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**FMSI WITNESSES:**

1) Signature and Title of authorized FMSI Official: \_\_\_\_\_ Date: \_\_\_\_\_

2) Signature and Title of authorized FMSI Official: \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

**NOTARY WITNESS:**

Subscribed and sworn before me at \_\_\_\_\_ (County) \_\_\_\_\_ (State)

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_ My Commission Expires \_\_\_\_\_

[SEAL]