

VIP EXPERIENCE LIABILITY AND PUBLICITY AGREEMENT AND RELEASE

"Performance": _____ (Event Name) _____ (Event Date), presented by **Feld Motor Sports, Inc.** ("FMS") at

"Venue": _____ (Venue Name) _____ (City, State) "Experience": _____

I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE, AND I AM SIGNING THIS AGREEMENT FOR THE FOLLOWING PERSONS (EACH, A "PARTICIPANT"):

(PLEASE CHECK AND COMPLETE ALL THAT APPLY)

Myself, _____ (full legal name), AND/OR

The following minor(s): _____ (full legal name) _____ (full legal name), _____ (full legal name), AND:

I certify that I am the parent or legal guardian of each minor named above, and that I have permission from each other parent and legal guardian of each minor named above to consent to the terms of this Liability and Publicity Release on such minor's behalf.

IN CONSIDERATION FOR THE OPPORTUNITY FOR EACH PARTICIPANT COVERED BY THIS LIABILITY AND PUBLICITY AGREEMENT AND RELEASE (THIS "RELEASE") TO PARTICIPATE IN A VIP EXPERIENCE AT THE VENUE, AS DESCRIBED ABOVE, AND ALL RELATED ACTIVITIES (COLLECTIVELY, THE "ACTIVITIES") THE UNDERSIGNED HEREBY ACKNOWLEDGES, CONFIRMS AND AGREES TO THE BELOW TERMS, ON BEHALF OF EACH PARTICIPANT:

Participation in the Activities may include certain risks, which may include the following, without limitation: risks of potential bodily injury, illness, including communicable disease exposure (including to the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", "COVID-19" and/or any mutation or variation thereof ("ILLNESS"), and property damage, and, as applicable for the particular Experience: access to behind-the-scenes, restricted, competition and/or other areas that may include large / moving vehicles and equipment, surfaces with obstacles and tripping hazards, and flammable substances and other materials related to event equipment and special effects; and riding in and/or operating motorized vehicles, which may be subject to tipping, bumping, impact and other mishap. The undersigned represents that no Participant has any communicable disease or physical or mental health condition that would make it unwise or unsafe for the Participant to participate in the Activities or be around others, and the undersigned assumes all risks involved in the Activities on behalf of each Participant. The undersigned further agrees and represents that each Participant will act in a safe and responsible manner and will adhere to all communicated Venue and FMS rules at all times, including all applicable health and safety protocols. Failure to do so may result in a Participant's removal from the premises in FMS's sole discretion and no Experience refund will be provided.

The undersigned grants permission for each Participant to be photographed, filmed and recorded at and in connection with the Activities, and agrees that each Participant's name, voice, image, likeness, biographical information, actions, statements and testimonials (collectively, "Likeness") may appear in any medium or media now known or hereafter devised, an unlimited number of times, without any compensation to the undersigned, any Participant or any third party, and that FMS shall be the exclusive owner of all copyright and other rights in and to the photographs, films and other recordings (collectively, "Content") and will be able to use the Content forever and throughout the world, and to license others to use Content, in any manner FMS chooses, and in any and all media now known or hereafter discovered or developed, without any compensation, consultation or approval obligations to the undersigned, any Participant or any third party. *Participants consent to inclusion of their Likeness in Performance-related broadcasts and displays, which may include, without limitation, live / in-event displays on video boards and electronic signage, television broadcasts, Race Day Live! and other online broadcasts, and all photographs, films and other recordings related to the foregoing shall be Content covered by this paragraph. Nothing in this Release obligates or is intended to imply that any particular Content will be used in any particular manner (or at all).*

The undersigned hereby releases Feld Motor Sports, Inc., the owners and operators of the Venue, their respective related and affiliated companies, and all of their respective officers, agents, employees, Experience suppliers, vendors and contractors (collectively, "Releasees"), of and from any and all liability whatsoever for any and all claims, liabilities, injuries, costs, losses and damages of any kind (including, without limitation, claims, liabilities, injuries, costs, losses and damages relating to personal injuries, ILLNESS, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light) arising from or in connection with each Participant's participation in the Activities, including, without limitation, travel to and from the Activities, the consumption of any food or beverage, the use of any Likeness or Content, and, if applicable, the acceptance, possession and use of any merchandise, gifts, or other items in connection with the Activities.

In the event a claim or lawsuit is brought in violation of this Release, the undersigned shall be liable for any attorneys' fees and costs incurred by the Releasees or any one of them in connection with such claim or lawsuit.

The undersigned acknowledges that (i) this Release refers to and covers events that may take place after the signing of this document, and that the exact nature of any injury or loss the undersigned or any Participant may suffer as a result of participation in the Activities may not be entirely foreseeable; (ii) the terms of this Release mean that the undersigned may be waiving certain rights on behalf of a Participant; and (iii) if any portion of this Release is determined to be invalid, illegal or unenforceable, that portion shall be severable, and the balance of the Release shall not be affected or impaired in any way and shall continue in full legal force and effect.

The undersigned expressly waives and relinquishes all rights and benefits afforded by California Civil Code Section 1542 and does so understanding and acknowledging the significance of this specific waiver of Section 1542. Section 1542 states as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

The undersigned warrants that (a) I HAVE VOLUNTARILY EXECUTED THIS RELEASE OF MY OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON; (b) I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS RELEASE I AM GIVING UP CERTAIN LEGAL RIGHTS ON BEHALF OF EACH PARTICIPANT, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE; (c) I HAVE READ THIS ENTIRE RELEASE CAREFULLY, AND I FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS; AND (d) MY SIGNATURE BELOW IS AN ACKNOWLEDGMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE RELEASE AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

**Signature _____ print name _____ date _____
address _____**

(If Minor Participant(s) are 13 or older) I HAVE READ THIS DOCUMENT AND HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS ABOUT IT. I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I HAVE SIGNED IT FREELY AND VOLUNTARILY.

Minor's Signature _____ date _____ Minor's Signature _____ date _____

Minor's Signature _____ date _____ Minor's Signature _____ date _____

FMS Witness:

Signature _____ print name _____ date _____