



**Terms of Acceptance to participate in
The Broadmoor Pikes Peak International Hill Climb
brought to you by Gran Turismo**

The Pikes Peak Auto Hill Climb Educational Museum, Inc., (PPAHCEM) is a non-profit 501 (c) (3) organization. It is also referred to as the Pikes Peak International Hill Climb (PPIHC) or (Event).

As a competitor and/or owner I hereby acknowledge that I have read the Pikes Peak International Hill Climb's 2019 Rule Book and understand its contents. I further agree, as a condition of being allowed to participate as a competitor and/or owner, to abide by these Rules and by all decisions of the Director of Competition, Race Director, and/or other race officials of the Pikes Peak International Hill Climb. I further agree that all decisions made in accordance with the 2019 Rule Book shall be final and non-appealable, unless the same shall be arbitrary and capricious, which determination I hereby agree shall be made only by the Pikes Peak International Hill Climb Board of Directors. Their decision shall be final and non-appealable, and their determination shall be limited to making a finding that the final decision made pursuant to the 2019 Rule Book was, or was not, arbitrary or capricious. If the decision is found to be arbitrary or capricious, the decision shall be overturned and resubmitted to the appropriate Pikes Peak International Hill Climb authorities for redetermination under the 2019 Rule Book.

As a competitor and/or owner I hereby acknowledge that I have read all Pikes Peak International Hill Climb 2019 Bulletins, Addendums and Policies and understand their contents. I further agree, as a condition of being allowed to participate, as a competitor and/or owner, to abide by the rules and guidelines outlined in the contents.

By accepting an invitation to participate and/or taking part in any activity relating to the Event, I agree to abide by the decisions of the officials and supervisory officials relating to the Event, or any matters arising out of the Event, and agree that such decisions are final, non-appealable and non-litigable, except as provided in the General Competition Rules section of the 2019 Rule Book, Part X – Penalties; Part XI – Protests and Part XII – Appeals, or as stated above.

As a competitor and/or owner, I further agree to inspect the racing area to ensure that it is in a safe, raceable and useable condition, and acknowledge that the competitor and/or owner voluntarily assumes the risk, and has no claim for damages against the PPAHCEM, PPIHC, subsidiaries, affiliates, event participants, officials, sponsors, sanctioning bodies, and any of their employees, agents, officers, volunteers, directors, and others affiliated with the event by reason of damage to the vehicle, the participant, the team, crew or any other person. All participants assume full responsibility for any and all injuries sustained, including death and property damage, any time they are in the racing area or en route thereto.

The risk of serious injury or death cannot be eliminated and, in fact, will always be present at a high level. Competitors (drivers/riders) are required to advise their spouses and next of kin of this fact. Although safety generally is everyone's concern, the PPAHCEM cannot be and is not responsible for all or even most aspects of the safety effort. The PPAHCEM does not make any representation or warranties of responsibility to ensure the adequacy for purposes of safety of the racing facility, safety personnel or equipment, or conditions at the track. The PPAHCEM cannot and will not be responsible for the adequacy of a competitor's race car/race motorcycle, racing equipment, or racing activity to accomplish this purpose.

INITIAL: _____

I HEREBY ASSUME ALL OF THE RISKS OF ATTENDING AND PARTICIPATING IN THE EVENT AND ANY/ALL ACTIVITIES ASSOCIATED WITH THE EVENT, including by way of example and not limitation:

- a) Any and all risks before, during, or after the Event including, but not limited to; injury from objects thrown from spectator areas; injury from race track accidents involving vehicles of any type, parts of race track vehicles, or track debris; injury from fires; injury from natural debris such as rocks or tree limbs; and injury from lightning.
- b) Any and all risks that may arise from negligence or carelessness on the part of the persons or entities being released ("Releasees"). Releasees include, but are not limited to, The Pikes Peak International Hill Climb, the Pikes Peak Auto Hill Climb Educational Museum, and any of their subsidiaries, affiliates, event participants, sponsors, officials, sanctioning bodies, and any of their employees, agents, officers, volunteers, directors, and other individuals affiliated with the Event.

On behalf of myself, my heirs, representatives, beneficiaries, and assigns, I hereby release and hold harmless the Releasees, of and from, and I do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all damage, illness, injury, of any type, and/or death, arising out of my attendance at and participation in the Event.

I HEREBY ACKNOWLEDGE RECEIPT OF AND AGREEMENT WITH THE FOLLOWING:

RELEASE OF MEDIA AND INTELLECTUAL PROPERTY RIGHTS

Any and all PPIHC events shall not be recorded or photographed for commercial purposes without the express written consent of The Pikes Peak International Hill Climb ("PPIHC").

All media (including images, photos, video footage, and audio recordings) and intellectual property rights related to or associated with PPIHC and PPIHC events (collectively, "Media"), including the Pikes Peak International Hill Climb auto race (the "Race"), belongs to PPIHC, and is wholly reserved in perpetuity to PPIHC and its licensees. All Media from or related to PPIHC events, including but not limited to photos and footage, are part of the PPIHC's intellectual property and can be used by PPIHC and/or its licensees for promotional purposes or any other purposes. All Media belongs to PPIHC and is for the PPIHC's exclusive (except as agreed to by PPIHC), perpetual, and worldwide usage.

Any unauthorized use or sale of Media, including, but not limited to, reproduction, retransmission, or the making of or inclusion of Media into a broadcast, internet, web, motion picture, DVD or tape program, or any other form of distribution, without the prior express written consent of the PPIHC, is strictly prohibited. The licensing or sub-licensing of creative content from PPIHC events shall be strictly forbidden without the prior express written consent of the PPIHC. The PPIHC has the sole and exclusive rights to all creative content, including but not limited to images and footage taken by spectators at PPIHC events and/or persons without media credentials.

INITIAL: _____

I HEREBY ACKNOWLEDGE RECEIPT OF AND AGREEMENT WITH THE FOLLOWING:

NOTICE OF FILMING AND PHOTOGRAPHY

When you enter a Pikes Peak International Hill Climb (“PPIHC”) event or program, you enter an area where photography, audio and video recording may occur. By entering the event or program premises, you consent to interview(s), photography, audio recording, and/or video recording of yourself (collectively, “Materials”), and its/their release, publication, exhibition, reproduction, licensing, alteration, adaption, exploitation, or other use, in any format or medium now existing or hereafter created, and for any purpose, including but not limited to, web casts, promotional purposes, telecasts, advertising, publicity, and public relations by PPIHC and its affiliates, representatives, sponsors, and licensees (collectively, “Affiliates”). You release PPIHC and its Affiliates, their officers, employees, and agents, and each and all persons involved, from any liability connected with PPIHC’s or its Affiliates’ exercise of the rights contained in this Notice, including, without limitation, liability for any violation of the right to publicity, for defamation, invasion of privacy, or emotional distress.

By entering the event or program premises, you waive all rights you may have to any claims for payment or royalties in connection with any use of these Materials, regardless of the purpose or sponsoring of such use, exhibition, stream, broadcast, web cast, or other publication irrespective of whether a fee for admission to the program or event is charged. You also waive any right to inspect or approve any interview, photo, image, video and/or audio recording of yourself, taken by PPIHC or the person or entity designated to do so by PPIHC.

You agree that you have been fully informed of your consent, waiver of liability, and release before entering the event.

TOWING: All reasonable towing on Pikes Peak (from the Start Line to the Summit) during Race Week and Race Day will be provided by PPIHC. Competitors may directly incur costs for any extra recovery that is needed for vehicles that are too far off the race course and/or cannot be recovered within two hours of practice or race completion. Competitors are also responsible for towing damaged race vehicles from the Start Line down the mountain.

COURSE DAMAGE: All reasonable course damage caused by a competitor during PPIHC sanctioned events, Race Week and Race Day will be covered by the PPIHC. Competitors may directly incur any extra cost for damage to guardrails, other equipment, and/or structures on Pikes Peak.

NOTICE TO ALL INTERNATIONAL PARTICIPANTS: Please verify with your health insurance company that your coverage extends to injuries resulting from participation in a racing event overseas as many policies specifically exclude coverage for racing injuries and/or injuries occurring overseas (outside of the coverage territory).

EVENT PATCH: As a competitor I agree to wear the current Official Event Patch on the left upper breast portion of my competitor’s suit per the Rule Book, and no other patches will be displayed on that portion of the suit except as approved by the Director of Competition.

INITIAL: _____

I hereby agree to these Terms of Acceptance as a condition of being allowed to participate as a competitor or owner in the 2019 Pikes Peak International Hill Climb.

Competitor (Print Name) Date

Competitor (Signature)

Competitor Social Security Number (U.S. Residents): _____
(Required to receive purse)

Owner (Print Name) Date

Owner (Signature)

Owner Social Security Number or Tax ID (U.S. Residents) _____
(Required to receive purse)

Parent or Guardian (if Competitor is under age 18) Date