

RELEASE AND WAIVER OF LIABILITY & ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

DESCRIPTION AND LOCATIONS OF SCHEDULED EVENT(S)

DATE RELEASE SIGNED

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin, the Entrant:

HEREBY acknowledges, agrees, and represents that immediately upon entering any of such RESTRICTED AREAS, and continuously thereafter, will inspect the RESTRICTED AREAS which he enters, and further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the official of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).

ACCIDENT WAIVER AND RELEASE OF LIABILITY

I hereby acknowledge that, by attending the Pikes Peak International Hill Climb event ("Event"), I will be exposed to a number of risks associated with attendance at the Event and/or by entering the construction site. I HEREBY ASSUME ALL OF THE RISKS OF ATTENDING 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.

In the event I am injured during the Event, I agree to promptly report to medical personnel before leaving the mountain.

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 the Event.

I further agree, as a credentialed attendee of the Event, that no unauthorized, non-credentialed or non-ticket holder(s) shall accompany me to the Event. If I violate this agreement I 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 anyone may have or sustain with respect to any and all damage, illness, injury, of any type, and/or death, arising out of my negligence.

I agree, by electronic acknowledgement or by signing below, that I have viewed, in full, all required training videos and fully understand their contents.

The PPIHC reserves the right to cancel the Event as well as all ancillary events at its own discretion. In the event of a cancellation, no refunds will be given.

By entering a construction site, I fully understand that construction and other activities at the construction site are dangerous and involve risk of serious injury, death, and/or property damage. I hereby release, waive, and discharge, and covenant not to sue, Pikes Peak Auto Hill Climb Educational Museum Inc, Pike National Forest, the City of Colorado Springs, GE Johnson Construction, Pikes Peak - America's Mountain, including, but not limited to, any and all employees, officers, and contract workers, from any and all damages, losses, penalties, liability, costs, attorney's fees and expenses of any nature, and any demands, claims, suit, and causes of action therefore, arising out of or resulting from the Undersigned's presence at the construction site.

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. The PPIHC trademarked event name and logo, any and all PPIHC photos, and the PPIHC course map are the property of the PPIHC and may not be utilized in any form for product sales without express written permission from the PPIHC. Payment of appropriate licensing fee is required.

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, adaptation, 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.

In the event of an accident/incident on or off the course, anyone attending the Event, whether credentialed or non-credentialed, may continue to film/shoot photos only if the driver is able to get out of the vehicle and there are no known injuries to the competitor, or anyone else involved. If the competitor is trapped in the vehicle, is unconscious or has significant obvious injuries, all parties in the vicinity will immediately cease capturing images either by camera, cell phone, or any other recording device and will instruct others to do the same. Any images or footage inadvertently captured by any spectator, race official, volunteer, sponsor, crew member or anyone else attending the Event will immediately be turned over to, and become the property of, the PPIHC, their legal representatives, and/or law enforcement. The PPIHC owns all media (including images, photos, video footage, and audio recordings) and intellectual property rights related to or associated with any crash/incident/or sensitive situation. The PPIHC may deem any media captured as "restricted" and that media belongs to PPIHC and is for the PPIHC's exclusive (except as agreed to by PPIHC), perpetual, worldwide usage. This includes any and all Media captured that the PPIHC deems restricted.

ACKNOWLEDGMENT AND RELEASE OF INFECTIOUS DISEASE LIABILITY

As a credentialed or non-credentialed attendee of the Pikes Peak International Hill Climb ("Event"), and related events, the undersigned acknowledges and agrees:

- a) I understand that my attendance and/or participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While certain restrictions and personal discipline may reduce this risk, I enter into the event(s) and premises and accept the risk of serious illness, possibly resulting in death. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation.
- b) I understand that the PPIHC and its representatives cannot guarantee that any precautionary measures taken by the PPIHC will fully protect anyone from being exposed to and/or contracting COVID-19 or any other contagion. I understand the symptoms of COVID-19 include, but are not limited to fever, fatigue, cough, and shortness of breath.
- c) I affirm that I, and all members of my immediate household and/or race team, do not currently have any of the above symptoms and have not experienced any of the above symptoms within the last fourteen (14) days. In the event that I, or any of the members of my immediate household and/or race team, experience any of the above symptoms after I sign this release, I agree that none of us will enter the Event until fourteen (14) days have elapsed since such person has experienced such symptom(s).
- d) I affirm that I, along with all members of my immediate household and/or race team, have not been diagnosed with COVID-19 within the last thirty (30) days and have not been knowingly exposed to anyone diagnosed with COVID-19 within the last thirty (30) days. In the event that I, or any member of my immediate household and/or race team, is diagnosed with COVID-19, or is knowingly exposed to anyone diagnosed with COVID-19, after this release has been executed, none of us will enter the Event until thirty (30) days have elapsed since such diagnosis or exposure.

I agree, by signing below, to each statement above and I also hereby waive, release, indemnify, and forever hold harmless 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, as well as any of their employees, agents, officers, volunteers, directors, and other individuals affiliated with the Event (collectively, the "**Released Parties**") from all liabilities and claims for any injuries, illnesses, losses, death, damages, or costs (including reasonable attorneys' and experts' fees) to myself, my spouse, child, guests, unborn child(ren), or relatives which arise out of, or are incident to, my participation in any activities relating to the Event or my attendance at any activities relating to the PPIHC.

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

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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