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.
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 activities relating to the Event(s) or others, and assume full responsibility for my participation.

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.

PRINT NAME HERE  SIGN NAME HERE  PRINT NAME HERE  SIGN NAME HERE

Please return signed waivers to: Alex Feeback, 1631 Mesa Ave. Suite E, Colorado Springs, CO 80906.
Or email to alex@ppihc.org