

# 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 / INFECTIOUS DISEASE WAIVER / 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 wildlife; 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.

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.

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 illness from infectious diseases. 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.

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 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), relatives, heirs, and representatives 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.

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.

### 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

