

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

In consideration of being permitted to enter for any purpose the Pikes Peak International Hill Climb "event" (herein defined as including but not limited to the racing surface, spectator areas, infield, pit areas, and all walkways, roadways, concession areas and other areas appurtenant to any area where any activity related to the competitive racing event shall take place)":

RELEASE AND WAIVER OF LIABILITY: I, for myself, my heirs, next of kin, personal representatives and assigns, hereby release, waive, discharge and covenant not to sue the Pikes Peak International Hill Climb (PPIHC), City of Colorado Springs – Pikes Peak America's Mountain (PPAM), United States Auto Club, Inc. (USAC), its successors and assigns, the race organizer presenting USAC sanctioned events, the owners and lessees of premises on which USAC sanctioned events, including car owners, drivers, mechanics, pit crews, and any persons in any restricted area, promoters, sponsors, advertisers, manufacturers of all racing equipment upon the premises, and the officers, directors, officials, representatives, agents and employees of all of them (all of whom for the purposes herein are referred to as "releasees") from all liability, loss, claims, demands, possible causes of action, court costs, attorneys' fees and other expenses arising from any lawsuit that may otherwise accrue from any loss, damage or injury (including death) to my person or property in any way resulting from, or arising in connection with, or related to, any sanctioned event, and whether arising while engaged in competition or in practice or preparation therefore, or while upon, entering or departing from said premises, from any cause whatsoever including without limitation, the failure of anyone to enforce rules and regulations, failure to make inspections, or the negligence of releasees or other persons.

ASSUMPTION OF RISK. I know the risk to myself and property, both from known risk and unanticipated risk, while in or upon the restricted area or while participating or assisting in a sanctioned event, and I do so willingly, voluntarily and in reliance, not upon the property, equipment, facilities and existing conditions furnished by others, but upon my own judgment and ability, and I thereby assume all risk of loss, damage or injury (including death) to myself and my property from any cause whatsoever and whether or not attributable to the negligence of releasees or other persons.

INDEMNITY AGREEMENT. I hereby agree to indemnify and hold harmless the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in or upon the restricted area, whether caused by the negligence of releasees or other persons.

The PPIHC reserves the right to cancel the Event, and ancillary events at its own discretion. 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 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, accredited media, 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.

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

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.

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.