



2019 INDIANAPOLIS MOTOR SPEEDWAY
**CONSENT, INDEMNIFICATION & LIABILITY RELEASE
 AGREEMENT (the "Agreement") (NON-TRANSFERABLE)**

FOR OFFICE USE ONLY

IMS-GEN-MUL

ACTIVITY: _____

TO BE READ AND SIGNED BY EACH PERSON BEFORE BEING ISSUED CREDENTIALS AND/OR GRANTED ACCESS TO THE PREMISES OF THE INDIANAPOLIS MOTOR SPEEDWAY AND/OR PARTICIPATION IN RESTRICTED ACTIVITIES.

I request Indianapolis Motor Speedway, LLC and its affiliates (collectively "IMS") to provide me with credentials and/or access to the premises of the Indianapolis Motor Speedway ("Speedway"), which may include restricted areas, and/or to have the privilege of participation in restricted activities that involve varying degrees of risk that I, the undersigned, must individually assess and accept. In consideration for the granting of these privileges, I, the undersigned, for myself and my heirs, assigns, and personal representatives, do hereby agree to the following conditions:

CONDITIONS:

Certification. I CERTIFY that I am at least eighteen (18) years old.

Assumption of Risk. I UNDERSTAND that my presence on the premises of the Speedway and/or my participation in an activity at the Speedway can expose me to dangers both from known risk and unanticipated risk. Acknowledging that such risks exist, I willingly and voluntarily assume these risks, including the risk of negligent conduct. I recognize that negligent conduct can cause property damage and personal injury including serious injury or death. I also recognize that my injuries and/or damages may be caused, increased, or compounded by negligent rescue operation or procedures. I agree that the only way to avoid the risk of presence and/or participation is not to gain access or participate. I understand that once my access or participation begins, the risk can no longer be avoided. I understand that my injury or death, as a result of my access or participation, affects my dependents and loved ones. I have discussed this risk with my loved ones as I believe appropriate and have explained to them as I feel necessary my agreement to release my fellow activity participants, IMS, and all others involved in the activity, including a release from their own negligence (see Release below). I represent that they understand and support my decision to enter into this Agreement.

Release, Covenant, and Waiver. For myself and my heirs, personal representatives, and assigns, I hereby release, waive, discharge, and covenant not to sue IMS, INDYCAR, LLC ("INDYCAR"), Hulman Motorsports Properties, LLC, Hulman Motorsports Corporation, Indianapolis Motor Speedway Foundation, Inc., Motorsports Safety Technology, LLC ("MST"), Automobile Competition Committee for the United States ("ACCUS"), United States Auto Club, Inc. ("USAC"), Andersen Promotions, LLC, Parella Racing LLC, d/b/a Sportscar Vintage Racing Association ("SVRA"), National Association for Stock Car Auto Racing, Inc. ("NASCAR"), Red Bull Air Race GmbH, and/or Event Participants and the officers, directors, members, shareholders, owners, successors, assigns, agents, employees, representatives, and affiliates of each of the foregoing (collectively, "Released Parties") from any and all claims or liability arising out of personal injury or property damage suffered, including, but not limited to, any claim arising out of any condition on the premises of the Speedway or the conduct of any person in connection with the preparation for, supervision of, or conduct of any practice, qualification, race, or related activity or other activity of any kind. I am specifically releasing the Released Parties, individually and collectively, for their negligence in any form. In signing this release, I FULLY RECOGNIZE THAT IF I SUFFER PERSONAL INJURY OR DEATH AND/OR MY PROPERTY IS DAMAGED WHILE ON THE PREMISES OF THE SPEEDWAY OR IN REGARD TO THE ACTIVITY OR EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY OR ANY OF THEM CAUSED MY INJURY OR DAMAGE BY THEIR NEGLIGENCE. The term "Event Participants" shall include any person or entity along with their officers, directors, members, shareholders, owners, successors, assigns, agents, employees, representatives, and affiliates that are in any way associated with or connected to the race facility, event, or other activity including but not limited to track owners, race promoters, racing associations, sanctioning and/or governing organizations, officials, track workers, volunteers, entrants, car owners, plane owners, drivers, pilots, pit/flight crew members, aircraft mechanics, safety crew members, medical personnel, sponsors, suite holders, hospitality providers, special event hosts, manufacturers, suppliers, designers, advertisers, inspectors, construction contractors, engineers, architects, insurers, and all persons in a restricted area and/or participating in the restricted activities. This Release, Covenant, and Waiver does not affect any defense, indemnity, and/or hold harmless obligation between and/or among the Released Parties.

Indemnity. I AGREE to indemnify and hold harmless the Released Parties as to all lawsuits, claims, damages, costs, and attorneys' fees, including claims as to Released Parties' sole or contributory negligence, which arise out of my presence on the premises of the Speedway, my involvement in an activity whether during or not part of an event, and/or my violation, including my representative's violation, of any provision of this Agreement. I recognize that this indemnity applies to the unauthorized transfer or attempted transfer of this privilege as to access and/or activity participation. I also recognize that this indemnity applies to any lawsuit barred by this release, including, but not limited to, unsuccessful contentions that this release is unenforceable. As I am releasing any claim my family, guardian, and/or representative, including my estate, might wish to make by reason of my injury or death, this indemnity obligation shall specifically apply to such actions on my behalf and/or any such actions resulting from my injury or death.

Commercial Rights. I UNDERSTAND AND AGREE for myself, my employer, and/or each third party I represent, that IMS and its successors and assigns, shall have and own, in connection with any race, activity, or event held on the premises of the Speedway, the sole and exclusive right to commercially exploit such events and activities including all rights to all photographs, video reproductions, audio reproductions, films or motion pictures, radio or television broadcasts, and other reproductions or depictions of any such events and activities or any portion thereof, including without limitation descriptions, pictures, likenesses, images, name, and sound of myself alone or with others, through any and all media whether known or hereafter discovered. I hereby grant to IMS and its successors and assigns a non-exclusive, perpetual license to use and I irrevocably consent to the use of my rights of publicity for the purpose of promoting IMS and/or events and activities at the Speedway and for the purpose of any other exploitation of the rights set forth above. I understand that I have no right to sell, transfer, or assign any of IMS's commercial rights to any person or entity.

Governing Law and Jurisdiction. I AGREE that this Agreement is governed by Indiana law. The exclusive jurisdiction as to any action that involves this Agreement, including interpretation or application of the Release, Covenant, and Waiver and Indemnity, shall be a federal or state court residing in Marion County, Indiana.

Non-Transferability and Revocation. I AGREE that the privileges extended to me WILL NOT BE TRANSFERRED BY ME TO ANOTHER AND CAN BE REVOKED at any time and for any reason which IMS determines in its sole discretion to be desirable, including, but not limited to, improper attire, misconduct, or misuse of any privilege granted to me. I UNDERSTAND that false information given to obtain credentials or misuse of assigned credentials (transferring, duplication, etc.) will result in revocation of all credentials. The issuance of current and future credentials shall be at IMS's sole discretion.

READ! YOUR LEGAL RIGHTS ARE AFFECTED.
 If you are providing your SSN, please limit it to the LAST 4 DIGITS ONLY.

BY SIGNING BELOW, I certify that I carefully read and understand all of the provisions of the Agreement in English, consent to all such terms, and voluntarily sign this Agreement:

BADGE/PASS NO. _____ PRINTED NAME _____ DATE OF BIRTH **YOU MUST BE AT LEAST 18**

PRINTED RESIDENCE ADDRESS _____ CITY _____ STATE _____ ZIP _____

EMAIL ADDRESS _____

SIGNATURE _____
 THIS IS A RELEASE - YOUR LEGAL RIGHTS ARE AFFECTED

COMPLETE ONE →
 DRIVER'S LICENSE _____ STATE _____
 PASSPORT _____
 SOCIAL SECURITY (Last 4 digits ONLY) _____

DATE _____

IMS may use information that you submit here, including your email address and other contact information, to provide you with direct-marketing communications from IMS or its affiliates/other third parties selected by IMS, including without limitation information regarding future IMS events, IMS products or services, and/or other related offerings. Such direct-marketing communications may include email messages, text messages, or other electronic or non-electronic forms of communication. YOU HAVE THE RIGHT TO OPT OUT of receiving any such communications by marking the checkbox below.
 I opt out of direct marketing communications.

THIS IS A RELEASE