

ALTERNATIVE FUEL VEHICLE RELEASE AND INDEMNIFICATION

This Alternative Fuel Vehicle Release and Indemnification ("Release") is entered into by the undersigned Vehicle Owner for all Alternative Fuel Vehicles that Vehicle Owner uses at Utah Motorsports Campus, LLC ("UMC"). An Alternative Fuel Vehicle ("AFV") means any car, truck, motorcycle or other vehicle that is not powered solely by the type of fuel sold at the UMC or retail gas stations, including but not limited to vehicles powered in whole or part by batteries storing electric energy.

Vehicle Owner acknowledges that: (1) AFVs may erupt in a fire that is difficult to extinguish and may reignite, (2) any fire control and extinguishing equipment and personnel at the UMC are not designed or trained for AFV fires and may not be able to extinguish AFV fires, and (3) AFV fires may damage the track surface and other property at the UMC. Vehicle Owner agrees to follow all manufacturer, industry, government and organization requirements and recommendations regarding AFV fire risk.

If a Vehicle Owner's AFV erupts in fire, Vehicle Owner hereby consents to UMC and fire control personnel: (1) moving Vehicle Owner's AFV by any means available in an effort to reduce potential harm to people or to UMC or other property, and (2) attempting to control or extinguish the fire by any means available. AFV owner accepts the risk that such moving and attempted control and extinguishing may damage the AFV and not be successful in extinguishing the fire or limiting damage from the fire, and acknowledges that UMC is not obligated to take any action in response to an AFV fire.

Vehicle Owner agrees to reimburse UMC for all expenses associated with moving, controlling and extinguishing an AFV fire, including but not limited to any repairs to the facility and hazardous waste expenses. Vehicle Owner assumes all risks associated with its use of an AFV. Vehicle Owner releases UMC and its managers, officers, directors, members, shareholders, employees, agents, contractors and affiliated companies, and all fire control and emergency response personnel, from all liabilities arising from Vehicle Owner's use of an AFV, including but not limited to liability for personal injuries or death and damage to or destruction of the AFV; provided, however, this release does not release willful misconduct by the released entities and persons.

Vehicle Owner shall protect, hold harmless, indemnify UMC and its managers, officers, directors, members, shareholders, employees, agents, contractors and affiliated companies, and all fire control and emergency response personnel, from all claims, cause of action, suits, debts, dues, judgments, attachments, liens, and liabilities of any kind or nature, including costs, expenses and attorneys' fees, which arise out of or relate to Vehicle Owner's use of an AFV; provided, however, this indemnification does not apply to willful misconduct by the indemnified entities and persons.

This Release is in addition to, and does not replace or limit, any other release or indemnification binding on Vehicle Owner regarding Vehicle Owner's activities at the UMC, all of which apply to AFVs to the same extent they apply to other vehicles.

Signature page for Alternative Fuel Vehicle Release and Indemnification

Vehicle Owner has entered into this Alternative Fuel Vehicle Release and Indemnification as of _____, 20_____.

Vehicle Owner: _____

By: _____ Its: _____

Please print your name and address below:

Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

E-mail: _____