

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) shall confirm the terms and conditions on which Contractor shall serve as an independent contractor of Company (each, as defined below) (hereinafter known individually as a “Party” or collectively as the “Parties”).

1. Term. The Term of this Agreement shall mean the period set forth on **Exhibit A**.
2. Services. During the Term of this Agreement, Contractor will be responsible for those Services set forth on **Exhibit A** hereto (collectively, “Services”). Contractor shall devote sufficient time, attention, skill, and efforts to the faithful performance of the Services hereunder and perform the Services under this Agreement in accordance with such reasonable standards as Company may establish from time to time.
3. Fees; Reimbursement of Expenses; Payments. In exchange for Contractor performing the Services for Company, Company will pay Contractor the fees set forth in **Exhibit A** (“Fees”). In lieu of expense reimbursement, the Contractor will receive a fixed expense per diem, as outlined in **Exhibit A** (“Fees”), to cover reasonable business expenses incurred while performing the Services for the Company. This per diem will be paid on each event location the Contractor works, regardless of the actual amount of expenses incurred.
4. Independent Contractor; Withholdings; Taxes.
  - a. For all purposes and specifically with reference to the subject matter of this Agreement, Contractor’s relationship with Company shall be that of an independent contractor exercising independent control and management. Under no circumstances shall this Agreement be construed as a partnership, joint venture, or one of employment between Company and Contractor, nor shall Contractor be deemed in any way to be an agent of Company. When Contractor is performing the Services for Company, Contractor and Owner shall be subject to oversight and necessary direction by and from Company, as determined by Company in its sole discretion. As an independent contractor, the Contractor shall have control over the most appropriate order, sequence, and manner by which Contractor provides the Services subject to this Agreement to be delivered and will operate accordingly, subject to the above-referenced oversight and direction; provided, however, Contractor acknowledges and agrees that Services shall be provided at such times and in such locations as are in reasonable relation to the schedule of events. The Contractor shall have discretion over the method used to perform the Services and will adhere to and carry out the Services as specified by Company to statutory or industry standards.
  - b. Contractor shall supply any tools, equipment and/or materials that are not made available by Company but are necessary for the completion of the Services.
  - c. Company shall have no liability to Contractor except for Company to pay Contractor the Fees and fixed daily per diem.
  - d. Company will not withhold FICA (Social Security and Medicare taxes) from the Fees or make FICA payments on Contractor’s and/or Owner’s behalf. Likewise, the Company will not make state or federal unemployment compensation contributions on Contractor’s behalf. Contractor acknowledges that, although Contractor is not an employee of Company, payments from Company may be or are subject to withholding taxes and accept such withholding by Company. Furthermore, Contractor will pay all taxes incurred while performing Services under this Agreement, including all applicable income taxes and, if Contractor is not a business entity, self-employment (Social Security) taxes.
5. Benefits; Insurance. Contractor understands that Contractor is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the Company offered by the Company to its employees. Contractor is solely responsible for providing insurance, including but not limited to, liability, automobile, personal health, disability, and life for Contractor. Company is legally

required to prove Workers' Compensation of all members through contractual agreements with event venues. Contractor has the ability to provide the Company with a certificate of workers' compensation insurance, or in the alternative a certificate of exemption before Contractor and/or Contractor's employees begin the work. If Contractor does not provide Workers' Compensation certificate, the Company will cover the Contractor under its plan and payment will be taken at the rate of 6% of final payment.

6. Indemnification.

- a. Each Party ("Indemnitor") shall defend, indemnify and hold harmless the other Party ("Indemnitee") and its parent, subsidiary, and affiliated companies and their, owners, officers, stockholders, members, managers, agents, employees, and successors against any and all claims, expenses, damages, suits, losses, actions, judgments, liabilities, and costs (including reasonable legal fees) asserted by any third-party for trademark or copyright infringement or other claim involving misuse or misappropriation of intellectual property arising out of the authorized publication, use or depiction of the Indemnitor's trade names, logos, trademarks and other intellectual property in the approved territory.
- b. Indemnitor further agrees to defend, protect, indemnify and hold Indemnitee and its parent, subsidiary, and affiliated companies, and their respective owners, officers, members, managers, agents, employees, and successors harmless against any and all expenses, damages, claims, suits, losses, actions, judgments, liabilities and costs (including reasonable legal fees) arising out of, connected with, or resulting from any personal injuries, death or property loss or damage, or any claim, expense, damage, suit, loss, injury, death or other loss suffered specifically resulting from any act or omission by Indemnitor or any of its owners, officers, members, agents, employees and directors. Liability arising out of the willful or negligent act or omission of Indemnitee is excluded from Indemnitor's obligation hereunder.
- c. All indemnities set forth in this Agreement are expressly conditioned on the Indemnitor: i) receiving from the Indemnitee prompt notice of any claim, demand, suit or action giving rise to such claim for indemnity; ii) receiving all reasonably necessary and available information, assistance and cooperation from the Indemnitee with respect to the defense or settlement of the claim; iii) having the right to select, subject to the reasonable approval of Indemnitee, counsel for the Indemnitee; and iv) having control of the defense and authority to settle or litigate at the election of the Indemnitor, subject to the reasonable approval of Indemnitee.

7. Commercial Rights; Conduct.

- a. As an independent contractor, Contractor, authorizes Company, its related entities, sponsors, suppliers, and persons or entities contracting with any of them (collectively, "Company Supplier Group") to use and publish Contractor's identity, voice, biographical material, personal endorsements, signature, name, image, trademarks, service marks, copyrighted material, photographs, images, or other likenesses (collectively, "Rights") (however produced or reproduced) for advertising, merchandising, publicity, promotion, and other commercial purposes at no cost to Company Supplier Group. All materials utilizing the Rights shall be available for use by Company Supplier Group exclusively and materials made may continue to be used by Company Supplier Group in perpetuity for archival or historical purposes. Furthermore, Contractor agrees to participate in promotional events or activities for Company Supplier Group and use Contractor's images and likeness to participate in personal appearances and promotional events as requested by Company Supplier Group at Company events and

otherwise. Contractor will support in good faith and favorably represent Company Supplier Group and their products, including without limitation, Owner wearing the uniform provided by Company Supplier Group and Company's hat (or Company Supplier Group's hat) upon request.

- b. Contractor agrees not to engage in any criminal activity, any defamation of Company Supplier Group or their products or good name, any activity that would be detrimental to Company Supplier Group; and/or any conduct or make any statement which is denigrating, antithetical, or detrimental to or defames Company Supplier Group or their services or products. Contractor will not use any Company Supplier Group's trademarks, logos or similar identifying information for any purpose without the prior written consent of Company and, if applicable, other members of Company Supplier Group.

#### 8. Confidentiality; Records.

- a. Contractor understands and hereby acknowledges that, as a result of Contractor's engagement by Company, Contractor will necessarily become informed of, and have access to, confidential information of Company including, without limitation, computer programs and software, inventions, processes, trade secrets, technical information, know-how, plans, specifications, identity of customers, identity of sponsors, and identity of suppliers, race car set-ups, engineering data, race car modifications, work performed on race cars, race car designs and prototypes, technical drawings and designs, track layouts and specifications, materials, manpower, cost estimates, marketing plans and strategies, financial projections, customer and sponsor lists, sales strategies, and that such information, even though it may be developed or otherwise acquired by Contractor and/or Owner, is the exclusive property of Company to be held by Contractor and Owner in trust and solely for Company's benefit. Accordingly, Contractor, hereby agrees that Contractor and Owner shall not, at any time, either during or subsequent to Contractor's engagement by Company hereunder, use, copy, reveal, report, publish, transfer or otherwise disclose to any person, corporation or other entity, any of Company's confidential information without the written consent of Company, except for use on behalf of Company in connection with Company's business. Notwithstanding the foregoing, the provisions of this paragraph shall not apply to any information that (i) becomes generally available to the public other than as a result of disclosure by Contractor; (ii) was available on a nonconfidential basis prior to disclosure to Contractor by Company or Company's representatives, or (iii) becomes available to Contractor on a nonconfidential basis from a source other than Company or Company's representatives provided that such source is not bound by a confidentiality agreement with Company or Company's representatives. For the purposes of this paragraph, the term "Company" shall also mean and include Company, its related companies, joint venturers, successors, predecessors, and assigns. The obligations of this paragraph shall also apply to this Agreement and proprietary or confidential information of another party that Company receives in the normal course of Contractor's relationship with Company. Company's trade secrets are Company's confidential information that is entitled to protection under the common law or statutory law of the State of Illinois or the Uniform Trade Secrets Act.
- b. Upon termination of this Agreement, Contractor agrees to return to Company all documents relating to Company, including but not limited to: all disks and copies of software applications utilized by Company or Company's business, hard and soft copies of client data, drawings, blueprints, reports, analyses, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to Company's business, or in any way obtained by Contractor during the course of this Agreement. Contractor, on behalf of Contractor and Owner, also agrees not to retain any copies of the foregoing.

9. Assumption of Risk; Release and Waiver of Claims; Indemnification.

- a. There are certain inherent risks and dangers associated with such engagement. As an independent contractor, Contractor, on behalf of itself and Owner, knowingly and voluntarily accepts and assumes full responsibility for each of these risks and dangers and all other risks and dangers that could arise out of, relate to, or occur in connection with Contractor's engagement by Company.
- b. ON BEHALF OF CONTRACTOR AND OWNER, CONTRACTOR AGREES TO RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE COMPANY, ITS RELATED ENTITIES, SPONSORS, SUPPLIERS, AND PERSONS OR ENTITIES CONTRACTING WITH ANY OF THEM ALONG WITH THEIR PARTNERS, OWNERS, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PREDECESSORS, SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY RESULTING FROM ANY PERSONAL INJURY, ACCIDENT, ILLNESS, OR PROPERTY LOSS, HOWEVER CAUSED, ARISING FROM, IN ANY WAY RELATED TO OR CONNECTED WITH, CONTRACTOR'S ENGAGEMENT BY TEAM, WHETHER CAUSED BY THE NEGLIGENCE, ACTIONS, OR INACTIONS OF THE RELEASED PARTIES OR OTHERWISE.
- c. Contractor agrees to indemnify, defend and hold harmless the Released Parties and each of them as to all lawsuits, claims, damages, costs and attorneys' fees, including claims as to Released Parties' sole or contributory negligence, which arise out of Contractor's engagement and/or Contractor's violation and/or Owner's violation of any provision of this Agreement. As Contractor is releasing any claim Contractor's representatives and assigns, including claims made by Owner and/or Owner's personal representatives, assigns, heirs, and estate, might wish to make by reason of Owner's injury or death, this indemnity obligation shall specifically apply to such actions on Owner's behalf and/or any such actions resulting from Owner's injury or death. Contractor understands that by reason of this indemnity, Contractor is assuring the Released Parties that they individually or collectively will have no liability or damages, even if the Released Party is negligent. Contractor acknowledges that if Contractor, or anyone acting on behalf of Contractor, including but not limited to Owner, make a claim or file an action against a Released Party, Contractor will be responsible for the full consequences of that action and conduct, including the full indemnity as to any or all Released Parties. CONTRACTOR UNDERSTANDS THAT THIS INDEMNITY WILL APPLY EVEN IF, AND ESPECIALLY IF, CONTRACTOR'S ASSUMPTION OF RISK, RELEASE AND WAIVER IS HELD TO BE INVALID. IN OTHER WORDS, CONTRACTOR WILL BE ASSURING THE RELEASED PARTIES WITH NO LIABILITY, REGARDLESS OF THE LEGAL DETERMINATION AS TO CONTRACTOR'S ASSUMPTION OF RISK, RELEASE AND WAIVER AND CONTRACTOR'S ABILITY TO ACCEPT RISK, RELEASE AND WAIVE LIABILITY.

10. Representations; Warranties; Covenants.

- a. Each Party represents, warrants and covenants to the other as follows:
  - i. it has the full right and legal authority to enter into and fully perform this Agreement, and each individual executing this Agreement certifies that he or she is duly authorized to do so;
  - ii. this Agreement when executed and delivered by a Party, will be its legal, valid and binding obligation enforceable against a Party in accordance with its terms; and

- iii. the execution and delivery of this Agreement have been duly authorized by each Party, and such execution and delivery and the performance by a Party of its obligations hereunder do not and will not violate or cause a breach of any other agreement or obligation to which it is a party or by which it is bound, and no approval or other action by any third party is required in connection with a Party's execution or performance of this Agreement.

b. Furthermore, Contractor agrees to abide by:

- i. all applicable federal, state, and local laws, ordinances, and regulations;
- ii. all applicable industry standards, rules, requirements, and policies; and
- iii. all policies and guidelines as set forth by the Company.

Examples include, but are not limited to, anti-corruption laws such as antitrust, competition, environmental protection, customs/foreign trade law, and employee rights, visa or other proof of eligibility to provide Services, COVID-19 and/or other health and safety clearance protocols, immigration documents required for international travel, and criminal background disclosures.

- c. Each of the foregoing representations, warranties, and covenants shall be true at all times during the Term hereof. Each Party acknowledges that each of such representations, warranties, and covenants are deemed to be material and have been relied upon by the other Party notwithstanding any investigation made by a Party. Contractor agrees to notify Company immediately if Contractor is or becomes aware of a change in Contractor's status that may affect Contractor's ability to perform the Services.

11. Assignment. Neither Party shall assign its rights or performance obligations under this Agreement without the prior written consent of the other, unless: (a) to a parent company or any wholly owned subsidiary of such parent company, where the assignee agrees to be bound by all obligations and the assignor guarantees the performance of all obligations; or (b) in connection with a merger or sale of all or substantially all of a Party's assets or securities. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their approved successors and assigns, which, unless otherwise stated in the consent to assignment, shall be substituted for the assignor as a Party to this Agreement for all rights and obligations arising after the approved assignment.

12. Notices. All notices required or permitted hereunder shall be in writing and shall be either personally delivered or delivered by a national or international tracked delivery service (e.g., FedEx, UPS, DHL or similar). Notices shall be addressed to the other Party at the address as identified below or such other address(es) or persons as a Party may designate in writing from time to time. Notices sent in accordance with this paragraph shall be effective as follows: (a) on the date on which delivery is made, if personally delivered; or (b) when delivered, if delivery is made by tracked delivery service during the addressee's regular business hours (if such delivery is outside of the regular business hours, then on the next business day).

13. Termination. This Agreement shall terminate as provided in **Exhibit A**, unless earlier terminated pursuant to the provisions hereof. In addition to any other remedy set forth in this Agreement or otherwise available at law or in equity:

- a. Either Party may terminate this Agreement at any time, effective upon the service of termination notice, without prejudice to any other legal rights to which such terminating Party may be entitled, upon the occurrence of a material default by the other Party in performance of any of the provisions of this Agreement which is not cured within thirty (30) days following written notice of such default to the defaulting Party unless such default is not capable of being cured in such period in which event such period shall be extended so long as such Party has commenced curing such default in said period and diligently pursues curing the default.
- b. Furthermore, Contractor's engagement under this Agreement shall terminate upon the Owner's death.
- c. Company may terminate this Agreement if, for any reason, Contractor becomes ineligible to work in the United States.
- d. Either Party shall have the right to terminate this Agreement if any of the representations or warranties made by the other Party in this Agreement shall prove to be untrue in any material respect.

14. Governing Law; Equitable Relief; Arbitration.

- a. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois (without regard to Illinois choice of law rules or decisions).
- b. The courts of the State of Illinois and the federal courts located within the State of Illinois shall be designated as the exclusive jurisdiction and venue for declaratory relief or injunctive relief (including without limitation, temporary restraining orders and preliminary or ex-parte injunctions and similar kinds of equitable relief).
- c. All other matters arising out of or relating to a dispute, interpretation, or enforcement of any provision in this Agreement, or any breach thereof, shall be decided via private arbitration and by a single arbitrator (not administered by the American Arbitration Association) in Cook County, Illinois, but in accordance with the commercial rules of the American Arbitration Association then in effect and judgment upon the award may be entered in any court having jurisdiction thereof and shall be final, binding, and unappealable. The arbitrator is explicitly authorized to award attorneys' fees as part of the award. Nothing contained herein shall, however, be construed to limit or to preclude the bringing of any action in any court of competent jurisdiction for injunctive or other provisional relief as more specifically set forth above. This arbitration provision shall be deemed to be self-executing and in the event of failure to appear at any properly noticed arbitration proceeding, an award and corresponding judgment may be entered in accordance with the terms of this section, notwithstanding such failure to appear. Contractor agrees that any claim against the Company arising out of Contractor's engagement or termination of Agreement, including, but not limited to, claims arising under state or federal statutes must be brought within 180 days of the event giving rise to the claims or be forever barred to the fullest extent permitted by law. Contractor waives any limitation periods to the contrary.

- 15. Force Majeure. Each Party will promptly notify the other upon becoming aware that a Force Majeure Event (as defined below) has occurred or is likely to occur and will use reasonable efforts to minimize any resulting delay in, interference with or prohibition of the performance of its obligations hereunder. Notwithstanding anything in this Agreement to the contrary, neither Party will be liable for any result of a Force Majeure Event. For purposes hereof, "Force Majeure Event" means, with respect to a Party, any

strike or other labor dispute, riot, war, insurrections, act of terrorism, Acts of God, any natural disaster, pandemic, fire, explosion, act of government or governmental agency or instrumentality (including the denial or cancellation of any export or other necessary license) or any sanctioning body with jurisdiction over a Party, or any other contingency beyond the reasonable control of a Party, which in any such case interferes with, or prevents, the fulfillment by such Party of its obligations hereunder. The Parties further acknowledge that as a result of the Coronavirus (COVID-19) the world is experiencing continued lockdowns, closures, event cancellations and other unforeseen disruptions.

16. Drug/Alcohol Policy. Company has established a drug-free and alcohol-free workplace policy, which balances their respect for the individual and the necessity to maintain a drug-free and alcohol-free environment. This policy applies to all individuals providing services on behalf of Company, including full-time, part-time, exempt, non-exempt, seasonal and temporary employees as well as contractors. Contractor agrees to follow Drug and Alcohol policy noted in Exhibit C.
17. Other. This Agreement contains the entire agreement on the subject matter and supersedes any prior oral or written understandings and agreements. This Agreement can only be modified by a writing signed by both Contractor and the Company. Except as otherwise provided herein, no waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. In the event that any provision of this Agreement shall be invalid, illegal, or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality, or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way. This Agreement may be executed in two (2) counterparts, each of which shall be considered one and the same Agreement. The Parties agree that for purposes of negotiating and finalizing this Agreement, any signed documentation, including this Agreement and any subsequent amendments transmitted electronically, shall be treated in all manners and in all respects as an original document and shall have the same binding legal effect as an original contract. An electronic, photocopied or facsimile signature of any Party shall be considered for these purposes as an original signature. At the request of either Party, any facsimile, photocopied or electronic executed document shall be re-executed by both Parties in an original form. Each Party hereto agrees that the obligations, duties, and any other provision herein which must similarly survive in order to affect the purpose and/or intent of this Agreement, are continuing obligations and duties and shall survive the termination or expiration of this Agreement until the expiration of all applicable statutes of limitation. The rights and remedies set forth herein are intended to be cumulative, and the exercise of any right or remedy by either Party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity. Each Party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each Party participated and contributed to the drafting of this Agreement. Accordingly, no legal or other presumptions in favor of, or adverse to, either Party concerning the construction or interpretation of this Agreement shall apply. Each Party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement. Should any Party commence legal action to interpret, enforce, or obtain any remedy for breach of the terms of this Agreement, the prevailing Party (as determined by a final non appealable judgment or order) in such action shall be entitled to recover reasonable attorney's fees, court costs, and other legal expenses incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**ACKNOWLEDGED, ACCEPTED AND AGREED:**

**CONTRACTOR:**

**COMPANY:**

**XTREME XPERIENCE, LLC,  
an Illinois limited liability company**

\_\_\_\_\_

\_\_\_\_\_

Signed Name: \_\_\_\_\_

Signed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: Owner

Its: \_\_\_\_\_



## EXHIBIT A

1. Term: The term of this Agreement commences on \_\_\_\_\_, 2024 ("Effective Date") and terminates on \_\_\_\_\_, 202\_\_\_\_, unless earlier terminated or further extended in accordance with the terms herein ("Term"). Pursuant to the "Services" section of this Agreement, the Company hereby assigns the following service to the Contractor: **New Instructor**

This service assignment is based on the Contractor's skills, qualifications, and previous work experience, as determined by the Company at its sole discretion.

2. Services:

a. Contractor Qualifications

The Contractor represents and warrants that they possess the necessary skills, qualifications, and experience to perform the Service to a professional standard. In making this determination, the Company may consider:

- i. Contractor's past work experience, including previous work with the Company;
- ii. Relevant certifications and licenses;
- iii. Educational background;
- iv. Portfolio of work;
- v. References;
- vi. And any other relevant factors deemed necessary by the Company.

b. Change of Service

The Company reserves the right to change the assigned Service at any time during the term of this Agreement, provided that such change is made in good faith and based on a reasonable business need. In the event of a change in Service, the Company will:

- i. Notify the Contractor in writing of the intended change;
- ii. Provide the Contractor with a reasonable opportunity to review and accept the new Service and its associated SOW; and
- iii. Offer the Contractor the opportunity to terminate this Agreement without penalty if they are not comfortable with the new Service.

c. Performance Standards

The Contractor agrees to perform the Service in accordance with the highest professional standards and in a manner consistent with all applicable laws and regulations. The specific performance standards for the Service will be outlined in the SOW.

d. Deliverables

The Contractor agrees to deliver all deliverables associated with the Service in accordance with the schedule.

3. Fees:

- a. Fees. During the Term of this Agreement and in exchange for Contractor performing the Services under this Agreement, Company agrees to pay to Contractor fees ("Fees") in the amounts as follows and shall be payable biweekly following services for ho:

<b>Service</b>	<b>Compensation Per Day</b>	<b>Expense Per Diem</b>
New Instructor (NI)	\$250/per day	-

- b. "Compensation Per Day" signifies payment for services provided by the Contractor within a maximum period of 10 hours per day. An additional sum of \$50 shall be granted should the Contractor's work extend to 10 ½ -11 hours, and an extra \$50 shall be allocated if the workday further extends to 11-12 hours. In the event of a Force Majeure, New Instructors will be paid 60% of their day rate stated above.

### **EXHIBIT C**

#### **Company Drug and Alcohol Policy**

1. To help ensure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, the Company has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company. The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact an employee's ability to perform his or her job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent an employee is subject to any drug testing requirement, to the extent permitted by and in accordance with applicable law. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings. Violation of this policy will result in disciplinary action, up to and including discharge.
2. Bottle to Throttle Policy
  - a. Due to the nature of high-performance driving events that Xtreme Xperience hosts, alcohol consumption on event days must be kept to a minimum. Xtreme Xperience has a strict "Bottle to Throttle" policy. Under this policy employees are required to:
    - i. Not consume alcohol while on track during an event.
    - ii. Not consume alcohol while in uniform (during or after an event).
    - iii. Not consume alcohol after 8:00pm.
  - b. Xtreme Xperience employees are prohibited from drinking alcohol after 8:00pm which typically is 12 hours prior to the start of an event. If an employee is suspected of drinking within this period, a breathalyzer will be used to determine if they are fit to participate at the event. A result of any alcohol detected will result in an immediate suspension from that event day and disciplinary action up to termination from Xtreme Xperience. A breathalyzer reading of .04 or above will result in immediate termination of employment with Xtreme Xperience.
  - c. The Company maintains a policy of non-discrimination and will endeavor to make

reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Company employee, including themselves.