

RELEASE AND INDEMNITY AGREEMENT

2020 GT Celebration Racing Activities

IN CONSIDERATION OF BEING PERMITTED TO ENTER FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO COMPETING IN, OFFICIATING AT, OBSERVING, WORKING ON, OR OTHERWISE PARTICIPATING IN THE GT CELEBRATION RACING ACTIVITIES IN 2020, THE UNDERSIGNED, FOR HIMSELF, HIS PERSONAL REPRESENTATIVES, HEIRS, AND NEXT OF KIN:

1. Acknowledges, agrees, and represents that he/she has will immediately upon entering any RESTRICTED AREAS (defined as any area requiring special authorization, credentials, or permission to enter such area or any area to which admission by the general public is restricted or prohibited), and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters, and further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS.
2. **HEREBY RELEASES, DISCHARGES AND COVENANTS NOT TO SUE MORGAN PERFORMANCE GROUP, LLC, DOING BUSINESS AS GT CELEBRATION ("GT CELEBRATION") AND ANY PROMOTERS, PARTICIPANTS, RACING ASSOCIATIONS, SANCTIONING ORGANIZATIONS OR ANY SUBDIVISION THEREOF, TRACK OPERATORS, TRACK OWNERS, OFFICIALS, CAR OWNERS, DRIVERS, PIT CREWS, RESCUE PERSONNEL, ANY PERSONS IN ANY RESTRICTED AREA, SPONSORS, ADVERTISERS, OWNERS AND LESSEES OF PREMISES USED TO CONDUCT THE RACING ACTIVITIES, PREMISES OR EVENT INSPECTORS, SURVEYORS, UNDERWRITERS, CONSULTANTS AND OTHER PERSONS OR ENTITIES WHO GIVE RECOMMENDATIONS, DIRECTIONS, OR INSTRUCTIONS OR ENGAGE IN RISK EVALUATION OR LOSS CONTROL ACTIVITIES REGARDING THE PREMISES OR RESTRICTED ACTIVITIES AND EACH OF THEM, THEIR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OWNERS, MEMBERS, PARTNERS, AFFILIATES, SUCCESSORS AND ASSIGNS, ALL FOR THE PURPOSES HEREIN REFERRED TO AS "RELEASEES," FROM ALL LIABILITY TO THE UNDERSIGNED OR THE UNDERSIGNED'S PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO THE UNDERSIGNED, INCLUDING, BUT NOT LIMITED TO, DEATH OR DAMAGE TO PROPERTY, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.**
3. **HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE RESTRICTED ACTIVITIES WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.**
4. HEREBY acknowledges that THE RACING ACTIVITIES AND BEING IN THE RESTRICTED AREAS ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage.
5. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees and is intended to be as broad and inclusive as is permitted by the laws of the State in which the Racing Event is being conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. The undersigned further agrees that he will permit no one else to use his credential that grants entry to the RESTRICTED AREAS and that he personally indemnifies the Releasees against any and all liability and costs that the Releasees might incur as the result of any unauthorized use of his credential by any other person.
7. **IF, DESPITE THIS RELEASE, THE UNDERSIGNED, OR ANYONE ON MY BEHALF, MAKES A CLAIM AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, THE UNDERSIGNED AGREES TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

THE UNDERSIGNED HAS READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT THE UNDERSIGNED HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO THE UNDERSIGNED AND INTEND THAT THE UNDERSIGNED'S SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

SIGNATURE

PRINTED NAME

DATE

Email address