

RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

_____ (the "Event")

IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the Event or being permitted to enter for any purpose any Restricted Area (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited including, but not limited to, the Track, Paddock, Karting, Amusement Park and Amphitheater areas), the undersigned (the "Participant"), for Participant, Participant's personal representatives, heirs, and next of kin hereby:

1. Acknowledges, agrees, and represents that Participant has or will immediately upon entering any of such Restricted Areas, and will continuously thereafter, inspect the Restricted Areas which Participant enters, and Participant further agrees and warrants that, if at any time Participant is in or about Restricted Areas and the Participant feels anything to be unsafe, Participant will immediately advise the officials, supervisors or event managers of such and if necessary will leave the Restricted Areas and/or refuse to participate further in the Event.

2. Releases, waives, discharges and covenants not to sue Circuit of the Americas LLC, a Delaware limited liability company, COTA Racing & Entertainment LLC, a Delaware limited liability company, COTA Yellow Brick Road LLC, a Texas limited liability company, COTA Car Condos LP, a Texas limited partnership, COTA Repairs LLC, a Texas limited liability company, COTA Catering LLC, a Texas limited liability company, Artie Kartie LLC, a Texas limited liability company and each of their subsidiaries and affiliates and each of their promoters, sponsors, sponsorship partners, activation partners, advertisers, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, competition vehicle owners, drivers, pit crews, rescue personnel, any persons in any Restricted Areas, owners and lessees of premises used to conduct the Event and each of their directors, officers, agents, employees, members, managers, and owners, all for the purposes herein referred to as "Releasees," from all liability to the undersigned, Participant's personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in the death of the undersigned arising out of or related to the Event including those risks related to exposure to infectious diseases (e.g., COVID-19) whether caused by the negligence of Releasees or otherwise.

3. Agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage or cost (including attorney's fees and expert witness costs) they may incur arising out of or related to the undersigned's injury or death, whether caused by the negligence of the Releasees or otherwise.

4. ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE EVENT WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

5. Acknowledges the activities of the Event, which may include driving, biking, karting or other dangerous, high speed, thrilling activities, all of which may include proximity to other participants or drivers who may lack experience and skill at the activity, are very dangerous and involve the risk of serious injury and/or death and/or property damage. Participant also expressly acknowledges that the injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees.

6. Agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. Grants to Circuit of the Americas LLC and its affiliates or subsidiaries, and each of their employees, agents, assigns, event owners and sanctioning bodies (collectively "COTA") the irrevocable right to use Participant's photograph, image, audio recording, video recording or likeness taken at the Event (collectively "Images") in all forms and manner. The Images shall be solely owned by COTA throughout the universe in perpetuity. Participant hereby releases and waives any and all claims against COTA for the use of the Images and represents that Participant is not a member of any collective bargaining organization, including, but not limited to, the Screen Actors Guild and the American Federation of Television and Radio Artists.

8. Agrees that any visual footage or audio-visual footage, data and any image, including photographic images and any still pictures derived or capable of being derived therefrom of the Event that is recorded, stored and/or created thereon ("Content") taken by Participant or a Producer may only be used for personal, private and non-commercial purposes. The use of any such Content for any form of public advertisement, display, commercial gain or for any other purpose (except for your private enjoyment) without the prior written consent of COTA is strictly forbidden and will constitute a breach of these terms and conditions for which you may be liable.

9. If any portion of this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement is deemed invalid, the remainder will continue in full legal force and effect. In the event of a legal issue, the undersigned agrees to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, the undersigned agrees that all disputes, controversies, or claims arising out of participation in the Event shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties. The undersigned further acknowledges and agrees that any question, issue, or dispute as to the arbitrability of any dispute, controversy, or claim arising out of participation in the Event will be submitted to an arbitrator in accordance with the applicable rules of the American Arbitration Association then in effect. The Arbitration Rules of the American Arbitration Association are available on-line at www.adr.org. If any action proceeds in a court of law, the local state or federal court of Austin, Texas has the exclusive jurisdiction and only the substantive laws of Texas shall apply. Participant agrees that any arbitration, mediation or legal action shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, 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.

Signature of Participant

Name of Participant

Date: _____

Email Address: _____

IF LESS THAN 18 YEARS OF AGE PARENT/GUARDIAN MUST COMPLETE:

I affirm that I am the parent or legal guardian of the above Participant and I have the authority to give this authorization to his/her signing and consent of this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement which I have read and approve. I agree, individually and on behalf of the Participant, to all of its terms and conditions. I agree to indemnify and hold harmless the Releasees from and against any liability arising out of any claim of any invalidity of this affirmation. I further agree to indemnify and hold harmless the Releasees from any and all claims which are brought by, or on behalf of, the Participant, and which are in any way connected with such participation by the Participant in the Event.

I acknowledge that the Participant is voluntarily participating in the Event and that I am voluntarily allowing the Participant to do so, fully aware of the risks involved. I hereby give permission for the Participant's image, likeness, and voice to be used as described in this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement.

Signature of Parent/Guardian (if Participant is under 18)

Name of Parent/Guardian (if Participant is under 18)