

# RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

COTA Karting

(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, for himself, his personal representatives, heirs, and next of kin hereby:

1. Acknowledges, agrees, and represents that he has or will immediately upon entering any of such Restricted Areas, and will continuously thereafter, inspect the Restricted Areas which he enters, and he further agrees and warrants that, if at any time he is in or about Restricted Areas and he feels anything to be unsafe, he 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, and its 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, subsidiaries, owners and affiliates, all for the purposes herein referred to as "Releasees," from all liability to the undersigned, his 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 related to the Event including those risks related to 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, are very dangerous and involve the risk of serious injury and/or death and/or property damage. The undersigned 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, 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.

8. Understands the hazards of the novel coronavirus ("COVID-19") and is familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19, and he further acknowledges and understands that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and hereby accepts full responsibility for familiarizing himself with the most recent updates. Notwithstanding the risks associated with COVID-19, which he readily acknowledges, he hereby willingly chooses to participate in the Event.

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: \_\_\_\_\_

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

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