

2018 INDIANAPOLIS MOTOR SPEEDWAY & AMERICAN DIABETES ASSOCIATION
CONSENT, INDEMNIFICATION & LIABILITY RELEASE AGREEMENT
(NON-TRANSFERABLE)

ACTIVITY: Tour de Cure

Indianapolis Motor Speedway, LLC

TO BE READ AND SIGNED BEFORE BEING GRANTED ACCESS TO THE PREMISES OF THE INDIANAPOLIS MOTOR SPEEDWAY AND/OR PARTICIPATION IN RESTRICTED ACTIVITIES.

I request Indianapolis Motor Speedway, LLC and its affiliates (collectively "IMS") to provide me with credentials and/or access to the premises of the Indianapolis Motor Speedway ("Speedway"), which may include restricted areas, and/or to have the privilege of participation in restricted activities that involve varying degrees of risk that I, the undersigned, must individually assess and accept. In consideration for the granting of these privileges, I, the undersigned, for myself and my heirs, assigns, and personal representatives, do hereby agree to the following conditions:

CONDITIONS:

Certification. I CERTIFY that I am at least eighteen (18) years old.

Assumption of Risk. I UNDERSTAND that my presence on the premises of the Speedway and/or my participation in an activity at the Speedway can expose me to dangers both from known risk and unanticipated risk. Acknowledging that such risks exist, I willingly and voluntarily assume these risks, including the risk of negligent conduct. I recognize that negligent conduct can cause property damage and personal injury including serious injury or death. I also recognize that my injuries and/or damages may be caused, increased, or compounded by negligent rescue operation or procedures. I agree that the only way to avoid the risk of presence and/or participation is not to gain access or participate. I understand that once my access or participation begins, the risk can no longer be avoided. I understand that my injury or death, as a result of my access or participation, affects my dependents and loved ones. I have discussed this risk with my loved ones as I believe appropriate and have explained to them as I feel necessary my agreement to release my fellow activity participants, IMS, and all others involved in the activity, including a release from their own negligence (see Release below). I represent that they understand and support my decision to enter into this Agreement.

Release, Covenant, and Waiver. For myself and my heirs, personal representatives, and assigns, I hereby release, waive, discharge, and covenant not to sue IMS, INDYCAR, LLC ("INDYCAR"), Hulman Motorsports Corporation, Indianapolis Motor Speedway Foundation, Inc., Motorsports Safety Technology, LLC, Automobile Competition Committee for the United States ("ACCUS"), United States Auto Club, Inc. ("USAC"), Andersen Promotions, LLC, Parella Racing LLC, d/b/a Sportscar Vintage Racing Association ("SVRA"), National Association for Stock Car Auto Racing, Inc. ("NASCAR"), Red Bull Air Race GmbH, and/or Event Participants and all of the officers, directors, members, shareholders, owners, successors, assigns, agents, employees, representatives, and affiliates of each of the foregoing (collectively, "Released Parties") from any and all claims or liability arising out of personal injury or property damage suffered, including, but not limited to, any claim arising out of any condition on the premises of the Speedway or the conduct of any person in connection with the preparation for, supervision of, or conduct of any practice, qualification, race, or related activity or other activity of any kind. I am specifically releasing the Released Parties, individually and collectively, for their negligence in any form. In signing this release, I FULLY RECOGNIZE THAT IF I SUFFER PERSONAL INJURY OR DEATH AND/OR MY PROPERTY IS DAMAGED WHILE ON THE PREMISES OF THE SPEEDWAY OR IN REGARD TO THE ACTIVITY OR EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY OR ANY OF THEM CAUSED MY INJURY OR DAMAGE BY THEIR NEGLIGENCE. The term "Event Participants" shall include any person or entity along with their officers, directors, members, shareholders, owners, successors, assigns, agents, employees, representatives, and affiliates that are in any way associated with or connected to the race facility, event, or other activity including but not limited to track owners, race promoters, racing associations, sanctioning and/or governing organizations, officials, track workers, volunteers, entrants, car owners, plane owners, drivers, pilots, pit/flight crew members, aircraft mechanics, safety crew members, medical personnel, sponsors, suite holders, hospitality providers, special event hosts, manufacturers, suppliers, designers, advertisers, inspectors, construction contractors, engineers, architects, insurers, and all persons in a restricted area and/or participating in the restricted activities. This Release, Covenant, and Waiver does not affect any defense, indemnity, and/or hold harmless obligation between and/or among the Released Parties.

Indemnity. I AGREE to indemnify and hold harmless the Released Parties as to all lawsuits, claims, damages, costs, and attorneys' fees, including claims as to Released Parties' sole or contributory negligence, which arise out of my presence on the premises of the Speedway, my involvement in an activity whether during or not part of an event, and/or my violation, including my representative's violation, of any provision of this Consent, Indemnification & Liability Release Agreement. I recognize that this indemnity applies to the unauthorized transfer or attempted transfer of this

privilege as to access and/or activity participation. I also recognize that this indemnity applies to any lawsuit barred by this release, including, but not limited to, unsuccessful contentions that this release is unenforceable. As I am releasing any claim my family, guardian, and/or representative, including my estate, might wish to make by reason of my injury or death, this indemnity obligation shall specifically apply to such actions on my behalf and/or any such actions resulting from my injury or death.

Commercial Rights. I UNDERSTAND AND AGREE for myself, my employer and/or each third party I represent that IMS and its successors and assigns, shall have and own, in connection with any race, activity or event (collectively, "Events") held on the premises of the Speedway, the sole and exclusive right to commercially exploit such Events including all rights to all photographs, video reproductions, audio reproductions, films or motions pictures, radio or television broadcasts and other reproductions or depictions of any such Events or any portion thereof, including without limitation descriptions, pictures, likenesses, images, name and sound of myself alone or with others, through any and all media whether known or hereafter discovered. I hereby grant to IMS and its successors and assigns a non-exclusive, perpetual license to use, and I irrevocably consent to the use of, my rights of publicity for the purpose of promoting Events and for the purpose of any other exploitation of the rights set forth above. I understand that I have no right to sell, transfer, or assign any of IMS's commercial rights to any person or entity.

Governing Law and Jurisdiction. I AGREE that this Agreement is governed by Indiana law. The exclusive jurisdiction as to any action that involves this Agreement, including interpretation or application of the Release, Covenant, and Waiver, and Indemnity, shall be a federal or state court residing in Marion County, Indiana.

Non-Transferability and Revocation. I AGREE that the privileges extended to me WILL NOT BE TRANSFERRED BY ME TO ANOTHER AND CAN BE REVOKED at any time and for any reason which IMS determines in its sole discretion to be desirable, including, but not limited to, improper attire, misconduct, or misuse of any privilege granted to me. I UNDERSTAND that false information given to obtain credentials or misuse of assigned credentials (transferring, duplication, etc.) will result in revocation of all credentials. The issuance of current and future credentials shall be at IMS's sole discretion.

READ! YOUR LEGAL RIGHTS ARE AFFECTED.

_____ Licensee Name (Printed)		_____ Date of Birth	
_____ Address of Licensee		_____ City	_____ State
_____ Email Address		Complete One:	<div style="border: 1px solid black; padding: 2px;">Driver's License Passport Social Security (last 4 digits only)</div>
_____ Signature		_____ Date	

American Diabetes Association

RELEASE, HOLD HARMLESS AND WAIVER OF LIABILITY

WAIVER, RELEASE AND HOLD HARMLESS / INDEMNITY: I HAVE READ AND FULLY UNDERSTAND THIS WAIVER FOR MYSELF AND ANYONE LEGALLY ACTING ON MY BEHALF, AND IN CONSIDERATION FOR MY PARTICIPATION IN THE AMERICAN DIABETES ASSOCIATION'S ("ADA") EVENT, I HEREBY WAIVE AND RELEASE THE AMERICAN DIABETES ASSOCIATION, INC. , ITS EMPLOYEES, DIRECTORS, OFFICERS, VOLUNTEERS, AGENTS, SUCCESSORS AND ASSIGNS, AND ALL SPONSORS ("RELEASEES"), FROM ANY AND ALL CLAIMS, LIABILITIES OR CAUSES OF ACTION, WHETHER CAUSED BY RELEASEES' NEGLIGENCE OR OTHERWISE, INCLUDING WITHOUT LIMITATION DEATH, BODILY INJURY, PROPERTY DAMAGE, OR ANY OTHER LOSS, DAMAGE OR ANY INCONVENIENCE WHATSOEVER, ARISING FROM MY PARTICIPATION IN THIS EVENT ("CLAIMS"). ADDITIONALLY, I AGREE TO DEFEND, INDEMNIFY AND HOLD RELEASEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING, EITHER DIRECTLY OR INDIRECTLY, FROM MY PARTICIPATION IN THIS EVENT OR MY ACTS OR OMISSIONS OUTSIDE OF THE SCOPE OF MY RESPONSIBILITY OR AUTHORITY AS AN EVENT VOLUNTEER (IF APPLICABLE).

Medical Treatment: I hereby authorize the ADA to seek emergency medical treatment for the below mentioned individual who will be participating or volunteering for the American Diabetes Association. I hereby release and forever discharge the ADA from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my activities with the ADA.

Assumption of Risk: I acknowledge and assume all risks associated with this event as a participant or volunteer including but not limited to, falls, animal bites, food poisoning, accidental needle sticks, effects of weather, including heat and humidity, traffic, road and ground conditions and transportation to and from work sites. I hereby expressly and specifically assume the risk of injury or harm in the activities, and release the ADA from all liability for injury, illness, death or property damage resulting from the activities.

Media Release: I grant full permission to ADA to use photographs, videos and other types of recordings of me in advertising, trade or any commercial purpose in legitimate accounts and promotions of this event and for ADA to share my contact information with cycling-related sponsors. I waive the right to inspect versions of my image used for publication or the written copy used in connection with the images.

Other: I expressly agree that this Release is intended to be broad and inclusive and if any clause or provision of this Release shall be held invalid by any court, the invalidity of the clause or provision shall not otherwise affect the remaining provisions of this Release.

For Cyclists: I understand that for the Tour de Cure to be permitted by the local Departments of Transportation and applicable county and state jurisdictions, I must obey all applicable local and state traffic laws, rules, ordinances. Specifically, I must wear a helmet, follow the official route, **ride in single file and stop at all stop signs**, and otherwise comply with directions given by police officers, organizers and volunteers of the American Diabetes Association. (State bike law information available at www.diabetes.org/tour.) I understand that failure to do so means that I may not be allowed to continue the ride and I will be banned from future Tour de Cure events.

READ! YOUR LEGAL RIGHTS ARE AFFECTED.

Signature

Date