

DRIVER and CO-DRIVERS

**ASSUMPTION OF RISK, RELEASE AND LIABILITY WAIVER**

This Event may involve serious risk of injury. I understand that by signing this form, I am giving up the right to sue if I am injured while participating in this Event. Parents/Guardians of minors under 18 must sign this Release and the attached Parental Consent.

As lawful consideration for being permitted by Promote Mexico, LLC, a Nevada limited liability company dba SCORE International and/or any of its affiliated entities (collectively, “SCORE”) to participate in and/or attend (“**Participate**”) the Rigid Industries SCORE Imperial Valley 250 Presented by the City of El Centro, all inclusive – event and time trials, to be held on September 23, 2015 through September 27, 2015 at Imperial County, CA_ (together with all ancillary and related activities, the “**Event**”), I agree to this Assumption of Risk, Release and Liability Waiver (“**Release**”) as follows:

1. **Voluntary Participation.** I, _____, am ____ years old (the “**Participant**” and “**Driver of Record**”) and I acknowledge that I have voluntarily agreed to Participate in the Event. As the Driver of Record, I understand and agree it is my responsibility to ensure each and every driver and person affiliated with my team and race related efforts reads, understands and provides original signatures on this Release. I will further ensure all team members, staff, family and individuals affiliated with my race efforts are adequately trained, comply with the law, proceed with caution and are provided a safety plan to safeguard themselves and those around them.

2. **I Assume The Risk of Injury By Participating in the Event.** I understand and accept that off-road racing may be a dangerous activity in which a participant could suffer serious bodily, psychological, and neurological injury or death or cause injury to another’s person or property. The possible risks associated with off-road racing include, but are not limited to: (a) the participant being run over, knocked over, thrown or dragged by an automobile, tool or other piece of equipment; (b) the participant being involved in slips, falls, collisions or contacts with other participants, officials, spectators, objects such as gates, vehicles, vehicle parts, tires, pneumatic or other tools, equipment, fences, posts, stakes, animals, trees, rocks, signage, flying debris, and other such objects; and intangible things such as fumes and gases in liquid or gaseous form; (c) the participant’s bodily parts being lodged or caught in automobile mechanisms, ropes, wires, hoses, parachutes, or other equipment; (d) the participant being cut, burned scraped, scratched, bruised or otherwise injured by flying glass, rocks, metal or other substance as a result of an accident, explosion, or fire; (e) the participant’s hearing being temporarily or permanently impaired due to the high levels of noise common to all motor sports event; (f) the participant being injured as a result of hyperventilation, dehydration, heart attack or panic, due to the physically strenuous activities associated with off-road racing; (g) new injuries or aggravations of existing injuries from equipment failure, misuse or nonuse, attempted medical treatment, delays in treatment, emergency evacuations and related efforts and/or lack thereof. I expressly and voluntarily assume full responsibility for these risks, from any cause including, without limitation, negligence, gross negligence, defective products, unknown obstacles, equipment malfunction, inadequate training, failure to supervise and failure to warn of potential risks. I understand that these risks may be caused by SCORE, other participants, myself or other third persons.

3. **Liability Waiver, Release and Promise Not to Sue.** I, (and, if applicable, my Parent as defined in the attached Parental Consent Form) on behalf of myself and each of my successors, heirs and assigns, unconditionally and **irrevocably waive liability, release, promise never to sue, forever discharge and relinquish any and all rights, claims, demands, suits, actions, losses, damages, costs and expenses, including attorneys’ fees and costs** (collectively, “**Claims**”), that I may incur or have against SCORE, its parents, subsidiaries, affiliates, licensors, licensees, Event production companies, race directors and operators; landowners/lessors of the Event locations, hosts, sponsors, volunteers, medical assistance providers, advertisers and each of their respective owners, officers, members, shareholders, directors, employees, representatives and agents (“**Released Parties**”), arising from or related to my participation in the Event, including, without limitation, any Claims arising from or related to: (i) the actions or omissions of any of the Released Parties, other participants, spectators or other third parties; (ii) the inadequacy of any training or supervision; (iii) failure to investigate, keep safe or to warn of hazards known or unknown; (iv) any defect in or failure of the operation, installation, manufacture, and/or design of any equipment or design of any track; (v)

DRIVER and CO-DRIVERS

the conditions on or about the Event premises; (vi) the breach of any implied or express warranty and/or representation of any of the Released Parties; (vii) transportation; (viii) weather conditions; (ix) any other operations associated with the Event, and, with respect to each of the foregoing, whether based on conditions; (x) any other operations associated with the Event, and/or (xi) those potential risks set forth in Section 2 above, and, with respect to each of the foregoing, whether based on tort (**including, without limitation, acts of negligence and gross negligence**), contract or any other theory of recovery in law or equity, whether for compensatory or punitive damages, equitable relief or otherwise, and whether now known or unknown, suspected or unsuspected (all of the foregoing shall be collectively referred to as the “**Released Claims**”).

4. **Waiver of Unknown Claims.** I expressly waive whatever benefits I may have under Section 1542 of the California Civil code (and any equivalent applicable law of the State in which this document is signed) which provides that: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH DEBTOR.”

5. **Indemnity.** On behalf of myself and each of my successors, heirs, and assigns, I (and, if applicable, my Parent) agree to defend (at SCORE’s request), indemnify and hold harmless each of the Released Parties from and against any and all Released Claims, and any and all third parties’ Claims, arising from, related to or in connection with: (a) any breach or alleged breach of this Release; (b) my Participation in the Event, including, without limitation: (i) any injuries to me; (ii) any injuries to third parties directly or indirectly arising from or related to my Participation in the Event; and (iii) and any other loss or damage that I may directly or indirectly cause to any real or personal property.

6. **SCORE Owns the Exclusive Right to Use My Name and Likeness as Obtained From This Event.** The vehicle owner, driver of record, co-riders, and all persons associated with the race team irrevocably grant to SCORE, its affiliates, and each of their licensees, successors and assigns, and each of the authorized photographers acting on their behalf, without additional compensation, the unrestricted right to use and copy any audio or video recordings or photographs I make, or cause to be made arising out of or related to the Event, and to videotape, film, portray and photograph myself, my team and affiliates and our actions and to record our voices and other sound effects while we are present at the Event. I, on behalf of myself and my team and those affiliated with my race efforts, irrevocably grant to SCORE and its affiliates the exclusive right to use our name, image, likeness, voice and biography as well as the voices and images capturing the vehicle and related team efforts for any purpose and in any manner, including, without limitation, in connection with the distribution, advertising, promotion, commercial tie-in or other ancillary exploitation of the Event, and any entertainment programming related thereto, in whole or in part, in all media and by all means now known or hereafter devised and in all languages, throughout the universe in perpetuity. My Participation in the Event (the “**Proceeds**”) will be deemed a “work-made-for-hire” specially commissioned by SCORE within the meaning of all applicable laws and, accordingly, SCORE and its affiliates will be the sole and exclusive owners thereof for all purposes. To the extent necessary to vest all of the rights in the Proceeds in SCORE and its affiliates, we hereby irrevocably assign to SCORE and its affiliates all of my right, title and interest of every kind or nature which we may have or hereafter acquire in the Proceeds. If we receive any print, negative, tape or other copy of the Proceeds or the Event, we will retain it for our personal use only, and will not license or authorize its use by anyone else for commercial or private purposes. This assignment covers additional footage that is provided to SCORE, covering race course action, from any on-board camera(s) installed by the race team.

7. **California Law Applies.** This Release, including the Parental Consent, Assumption of Risk, Release Liability Waiver and Guarantee (“**Parental Consent**”) attached hereto, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to the principles of conflicts or choice of laws.

8. **Severability.** This Release, including the Parental Consent attached hereto, will be binding to the fullest extent permitted by law, and will be binding upon each of my heirs, successors and assigns. If any provision, or part thereof, of this Release, including the Parental Consent attached hereto, be held to be invalid, illegal or unenforceable, such provision will be curtailed and limited, or severed, only to the minimum extent necessary to comply with applicable law, and the validity, legality, and enforceability of the remaining provisions of this Release will not in any way be affected or impaired thereby.

[SIGNATURE PAGE TO FOLLOW]

DRIVER and CO-DRIVERS

I, along with the other drivers and co-drivers listed on this Release acknowledge and understand that this Release is an important legal document, and by signing this document we are waiving substantial legal rights we may otherwise have to recover damages for injuries or losses, and sign it voluntarily and without inducement of any nature and intend for it to be enforced to the greatest extent allowed by law. I along with the other co-drivers listed on this Release have carefully read this Release and fully understand its contents. I am 18 years of age or older, or I am less than 18 years of age and I have had the Parental Consent executed by my parent or legal guardian (attached hereto as Exhibit A).

PRINT NAME OF PARTICIPANT, ("Driver of Record") SIGNATURE OF PARTICIPANT, Date Age
PRINT NAME OF PARTICIPANT #2 SIGNATURE OF PARTICIPANT #2 Date Age
PRINT NAME OF PARTICIPANT #3 SIGNATURE OF PARTICIPANT #3 Date Age
PRINT NAME OF PARTICIPANT #4 SIGNATURE OF PARTICIPANT #4 Date Age
PRINT NAME OF PARTICIPANT #5 SIGNATURE OF PARTICIPANT #5 Date Age

BEFORE Me, a Notary Public, personally appeared _____, _____, _____, who acknowledged that he/she did sign the foregoing General Waiver, Release and Indemnification Agreement and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on this _____ day of _____, 20__.

Notary Public