

BRONCO
OFF-ROADEO

Date: _____

Event Location: _____

MINOR RELEASE OF CLAIMS, HOLD HARMLESS AND INDEMNITY AGREEMENT; AND WAIVERS

Ford Bronco Off-Road

In Consideration of, and as a condition to allowing my child or ward (the "Attendee") _____ [PRINT NAMES(S)] to participate, and as a condition to Attendee's being permitted to participate (must be at least 18 years old to drive any motorized vehicle) in the "Ford Drive Event" at the date and location indicated above ("Event"), or to be permitted to enter for any purpose into 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) the undersigned ("Undersigned") for himself/herself, his/her personal representatives, heirs and next of kin, acknowledges, represents and agrees as follows:

1. Representations: The Undersigned represents and warrants that their child or ward:
 - a) Is a citizen or legal resident of the United States;
 - b) will properly wear seat belts while in a vehicle in operation, and will follow instructions, recommendations and cautions of the representatives of Adventure ORX, LLC, a Michigan limited liability company ("AORX"), and their vendors at all times;
 - c) will not be under the influence of any alcohol or illegal drug; and
 - d) does not have any physical or mental condition which would make participation in a performance drive test an undue risk to Attendee, other vehicle occupants, workers, spectators or vehicle.
2. The Undersigned hereby acknowledges and agrees on behalf of Attendee as follows:
 - a) That he/she is duly aware of the risks and hazards inherent in participating in operating or riding as a passenger in a motorized vehicle and hereby elects to allow his/her child or ward to participate and voluntarily assumes all risk of loss, danger or injury, including death, that may be sustained or any loss or damage to any of the child's or ward's property. THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES INCLUDED IN PARTICIPATING IN THE EVENT ARE DANGEROUS AND INVOLVE RISK OF SERIOUS INJURY AND/OR DEATH AND/ OR PROPERTY DAMAGE;
 - b) That his/her child or ward will only be permitted to participate in the Event if representatives of AORX or their contractors determine in their sole discretion that such child or ward is in compliance with Event guidelines and the representatives' instructions, and is not engaging in any activity which presents any additional danger to herself/himself or others participating in the Event;
 - c) That he/she is aware that in connection with the Event, AORX or Ford Motor Company ("FMC") may make video and/or audio recordings of the child or ward and other participants in the Event (the "Videotape"). The Undersigned agrees to relinquish all rights, if any, that he/ she or his/her child or ward may have related to and/or associated with the Videotape and acknowledges and agrees that all rights appertaining thereto, including any right, title and interest in or to any present or future copyrights related to the Videotape or any derivative works, as well as any still photos, audiotapes, advertisements, releases, or derivations associated with or related to the Videotape and the Event, shall belong exclusively and unconditionally to AORX and FMC and their affiliates and subsidiaries, and their respective successors and assigns without payment of any royalties, compensation, fees or consideration of any kind above and beyond the consideration described in the Waiver and Release. AORX and FMC shall, now and forever, have the exclusive right, title, and interest to use, edit, display, reproduce, sell, distribute, or otherwise disseminate the Videotape and any derivative works for any commercial or promotional or other purposes and in any manner that AORX or FMC (and its agents, publicists, and authorized persons or entities) desires; and
 - d) That he/she understands that sport utility vehicles (SUVs) handle differently than traditional passenger cars, particularly in an off-road/trail event like the Event. In particular, sharp turns or abrupt maneuvers on the Event course can result in unanticipated loss of control or even a vehicle rollover.
3. Release.

The Undersigned for himself/herself and on behalf of his/her child or ward hereby releases, waives, and discharges all claims and potential claims against, and covenants not to sue FMC, AORX, and each of their parent corporations, subsidiaries or affiliated entities and all of the respective officers, directors, shareholders, employees and agents of the foregoing and the facilities (the "Released Parties"), from and against any and all claims, causes of action, damages, demands, liens, rights, controversies, losses, costs and expenses (including, but not limited to, attorneys' fees and costs), or charges of whatsoever nature, whether known or unknown, developed or undeveloped, suspected or unsuspected, fixed or contingent, past, present or future, including, without limitation, wrongful death and bodily injury, any injuries to property, real or personal, whether or not liability is alleged to arise from NEGLIGENCE OR OTHER TORTIOUS CONDUCT of Released Parties, or any of them ("Claim" or "Claims"), with respect to any damages, injuries or losses of any kind to the child or ward or any vehicle or any property damage or loss or injury to any other party arising in connection with the child's or ward's participation in this Event or of the child's or ward's operation or use of the vehicle.
4. Release of Unknown or Unanticipated Claims.

The Undersigned, on behalf of Attendee, further agrees and acknowledges that there is a risk that subsequent to the execution hereof, he/she will discover, incur or suffer Claims which were unknown or unanticipated at the time of execution, including without limitation, unknown or unanticipated Claims which arose from, are based upon, or are related to the child's or ward's physical proximity to, or other connection with any vehicles, equipment, or other items made available by or through the Released Parties, which if known by the Undersigned on the date of execution hereof may have materially affected the Undersigned's decision to agree to this release.
5. Waiver of Cal. Civil Code § 1542.

The Undersigned, on behalf of Attendee, acknowledges and agrees that by reason of the release contained above, the Undersigned (on behalf of Attendee) is assuming all risk of bodily injury, death or property damage, and all other unknown and unanticipated Claims and agrees that the Undersigned's release of Released Parties applies thereto. The Undersigned expressly waives whatever benefits the Undersigned may have under Section 1542 of the California Civil Code (or similar applicable law from another state), which reads as follows: 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 THE DEBTOR. Thus, notwithstanding the provisions of California Civil Code Section 1542, and for the purpose of implementing a full and complete release and discharge of the Released Parties, the Undersigned expressly acknowledges that this release is intended to include in its effect, without limitation, all Claims which the

Undersigned does not know or suspect to exist in Undersigned's or Attendee's favor at the time of execution hereof, and that this release contemplates the extinguishment of any such Claim or Claims.

6. COVID-19 Acknowledgment.

The Undersigned acknowledges the contagious nature of coronavirus disease 2019 ("COVID-19") and that applicable public health authorities recommend social distancing practices. Attendee further acknowledges that the Released Parties cannot guarantee that Attendee will not contract COVID-19 through participation in the Event. Attendee understands that the risk of becoming exposed to and/or infected by COVID-19 may result from the acts or omissions of Attendee, Event staff and others Event attendees, and that such exposure may result in personal injury, illness, temporary or permanent disability, or even death. The Undersigned hereby voluntarily elects to allow Attendee to participate in the Event and acknowledges that Attendee is increasing Attendee's risk of exposure to COVID-19.

The Undersigned further acknowledges that Attendee must comply with all applicable procedures implemented at the Event to reduce the spread of COVID-19 while participating in the Event. In accordance with the foregoing, the Undersigned attests on behalf of Attendee that:

- Attendee is not experiencing any symptom of illness such as cough, shortness of breath or labored breathing, fever, chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- Attendee has not traveled internationally within the last 14 days.
- Attendee has not traveled to an area highly impacted by COVID-19 within the U.S. within the last 14 days.
- To the best of Attendee's knowledge, Attendee has not been exposed to someone with a suspected and/or confirmed case of COVID-19.
- Attendee has not been diagnosed with COVID-19 and not yet cleared as noncontagious by state or local public health authorities.

7. Indemnity; Waiver.

In consideration for the Ford Bronco Driving Event (collectively known as FBDE), AORX and FMC to agree to allow Attendee to drive in its vehicle and on its trail(s), on behalf of Attendee the undersigned agrees to hold harmless, indemnify and defend the Released Parties (as defined above) from and against any and all claims, demands, actions (including attorney's fees and costs) liability, losses, damages, injuries (including, without limitation death and dismemberment) and accidents of whatever kind resulting in any way from participating in events at FBDE. On behalf of Attendee the undersigned further understands and agrees that he/she assumes full financial responsibility up to full replacement value of the FBDE vehicle assigned to Attendee for any and all damage Attendee causes to the vehicle.

8. Miscellaneous.

Undersigned acknowledges that this waiver and release agreement and the releases contained herein are given in exchange for good and valuable consideration. Further, this agreement reflects the entire agreement, and no statements, promises or inducements made by AORX, FMC or its/their respective directors, officers, employees, agents, and representatives that are not contained herein shall be valid or binding. If any provision in this agreement is held invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, the remainder of the provisions or enforceable parts of this agreement shall not be affected, and shall be enforced to the fullest extent permitted by law. This agreement shall be governed by the laws of the state of Michigan. Ambiguities herein shall not be construed against the drafter. Attendee further expressly agrees that the foregoing release and waiver is intended to be as broad and inclusive as is permitted by applicable law, and, if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ATTENDEE CONDUCT REQUIREMENTS FOR EVENT PARTICIPATION

I, the UNDERSIGNED, further agree that, as a condition of participation the EVENT, the Attendee will...

1. ...not participate in the EVENT if any physical or medical condition exists that may be aggravated by his or her participation in, or that may impair Attendee's ability to participate in, the EVENT.
2. ...properly wear his or her safety belt at all times while in a vehicle at the EVENT.
3. ...obey all applicable motor vehicle laws, codes, and regulations.
4. ...follow all instructions and rules posted at the EVENT or provided by EVENT officials.

I AM THE PARENT OR LEGAL GUARDIAN OF THE ABOVE NAMED ATTENDEE. I HAVE READ AND UNDERSTAND THIS WAIVER AND RELEASE AGREEMENT AND VOLUNTARILY SIGN IT, AND FURTHER ACKNOWLEDGE AND AGREE THAT NO OTHER ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS OR PROMISES HAVE BEEN MADE BY FMC OR AORX OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES THAT ARE NOT CONTAINED HEREIN, AND THAT NO SUCH FUTURE STATEMENTS SHALL BE VALID OR BINDING UNLESS MADE IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE.

Signature on following page.

In consideration of allowing my child or ward to participate, I consent to it and agree that its terms shall likewise bind me, my child or ward designated as the "Attendee" above, my and his/her heirs, legal representatives and assignees.

LAST NAME (please print) FIRST NAME PHONE # (optional)

ADDRESS CITY STATE ZIP

VALID DRIVER'S LICENSEE NUMBER STATE ISSUED EXPIRATION DATE

Signature (I have read this release) DATE