

Date: \_\_\_\_\_

Event Location: \_\_\_\_\_

## ADULT RELEASE OF CLAIMS, HOLD HARMLESS AND INDEMNITY AGREEMENT; AND WAIVERS

### Ford Bronco Off-Road Event

In Consideration of, and as a condition to being permitted to participate in the "Ford Drive Event" at the date and location indicated above ("Event"), the undersigned ("Attendee") for himself/herself, his/her personal representatives, heirs and next of kin, acknowledges, represents and agrees as follows:

1. Attendee Representations: If Attendee will operate a motor vehicle at the Event, Attendee represents and warrants that he/she:
  - a) Possesses a current valid driver's license, is 18 years of age or older, and is a citizen or legal resident of (or a legal visitor to) the United States;
  - b) can see and hear well enough to operate a motor vehicle properly and safely on public roadways and in off-roadway driving and is wearing any eye wear or hearing apparatus required to operate a motor vehicle properly and safely;
  - c) will operate the vehicle in a safe manner, will properly wear seat belts (and other applicable safety equipment) 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;
  - d) will not be under the influence of any alcohol or illegal drug; and
  - e) will not be under the influence of any legal drug which would impair his/her driving ability or ability to understand or comply with oral or written directions regarding the use of a vehicle, and does not have any physical or mental condition which would impair his or her driving ability to operate the vehicle, nor does Attendee 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 Attendee hereby acknowledges and agrees 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 participate and voluntarily assumes all risk of loss, danger or injury, including death, that may be sustained by he/she or any loss or damage to any of his/her property. The Attendee further agrees and warrants that if at any time he/she is participating in any portion of the event which he/she deems or believes to be unsafe, that he/she will immediately advise the officials or operators of the event of such and will leave the area and discontinue participation in that portion of the event which he/she considers to be unsafe. THE ATTENDEE 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 he/she will only be permitted to participate in the Event if representatives of AORX or their contractors determine in their sole discretion that Attendee 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 Attendee and other participants in the Event (the "Videotape"). Attendee and other participants agrees to relinquish all rights, if any, that he/she 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, 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 by Attendee.

Attendee 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 Attendee or any vehicle or any property damage or loss or injury to any other party arising in connection with the Attendee's participation in this Event or of the Attendee's operation or use of the vehicle.
4. Release of Unknown or Unanticipated Claims. The Attendee further agrees and acknowledges that there is a risk that subsequent to the execution hereof, the Attendee 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 Attendee'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 Attendee on the date of execution hereof may have materially affected the Attendee's decision to agree to this release.
5. Waiver of Cal. Civil Code § 1542.

The Attendee acknowledges and agrees that by reason of the release contained above, the Attendee is assuming all risk of bodily injury, death or property

damage, and all other unknown and unanticipated Claims and agrees that the Attendee's release of Released Parties applies thereto. The Attendee expressly waives whatever benefits the Attendee 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 Attendee expressly acknowledges that this release is intended to include in its effect, without limitation, all Claims which the Attendee does not know or suspect to exist in Attendee's favor at the time of execution hereof, and that this release contemplates the extinguishment of any such Claim or Claims.

6. 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), Attendee 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. Attendee 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.

7. Miscellaneous.

Attendee 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, I will...

1. ...not drive a vehicle at the EVENT while impaired by alcohol, drugs, medication, illness, fatigue, or injury.
2. ...not drive a vehicle at the EVENT if any physical or medical condition exists that may be aggravated by my participation in, or that may impair my ability to participate in, the EVENT.
3. ...properly wear my safety belt (and other safety equipment required by AORX) at all times while in a vehicle at the EVENT.
4. ...properly wear a safety helmet during the required portions of the EVENT.
5. ...have two hands on the steering wheel while driving a vehicle at the EVENT.
6. ...obey all applicable motor vehicle laws, codes, and regulations.
7. ...follow all instructions and rules posted at the EVENT or provided by EVENT officials.
8. ...drive in a defensive manner, anticipating situations where incidents are likely to occur.

Furthermore, I verify that I have not been convicted within the past 36 months of any of the following motor vehicle violations:

1. Driving while operator's license is suspended, revoked, or denied.
2. Vehicular manslaughter, negligent homicide, felonious driving or felony with a vehicle.
3. Operating a vehicle while impaired, under the influence of alcohol or illegal drugs, or refusing a sobriety test.
4. Failure to stop or identify under a crash (includes leaving the scene of a crash; hit and run; giving false information to an officer).
5. Eluding or attempting to elude a law enforcement officer.
6. Traffic violation resulting in death or serious injury.
7. Any other significant violation warranting suspension of license.

*Signature on following page.*

