

TERMS OF PARTICIPATION

This agreement pertains to driving events of the Mercedes-Benz Club of America, Inc (MBCA) in which I desire to participate, whether as a driver, passenger, official, volunteer or to attend as a spectator or visitor. In consideration for permitting me to participate in or observe driving events, which may consist of time trials, autocross, acceleration runs, defensive driving, road rally and/or tours or to attend the event as a spectator or visitor, I knowingly and voluntarily agree as follows:

1. I CERTIFY, UNDERSTAND AND AGREE that if I am driving, a passenger or otherwise participating in the events:

a. The vehicle I am driving or in which I am a passenger in the events is insured with at least \$100,000.00 per person bodily injury and property damage insurance that will be in effect for the entire duration of the events

b. Any participant violating the competition and event rules may be expelled from the event and forfeit all competition privileges.

2. I UNDERSTAND AND AGREE that excessive consumption of alcohol or possession or consumption of illegal drugs is strictly prohibited.

3. I HEREBY GRANT TO MBCA and the event organizer the irrevocable and unrestricted right to use and publish photographs and video images of me, or in which I may appear, for editorial, trade, advertising and any other bon a fide purposes, in any manner and medium. I hereby release MBCA, the event organizer, the photographer and videographer from all claims and liability relating thereto.

4. MBCA cannot be held liable for cancellation, delays or other lack of performance with respect to the event under any "force majeure" circumstances (including, but not limited to, wars, riots, insurrection, terrorism, acts of god, strikes or labor stoppages).

5. I authorize and consent to treatment, hospitalization and other care rendered to me in the event of my illness, injury or other emergent circumstances that may occur while participating in the event and assume full responsibility to pay for all costs and expenses for any such treatment, hospitalization and care (therefore agreeing to hold harmless and indemnify MBCA and the event organizers therefore).

HAVING READ THIS TERMS OF PARTICIPATION AGREEMENT,

I HEREBY BIND MYSELF AND PERSONAL REPRESENTATIVES, HEIRS AND NEXT OF KINBY THIS AGREEMENT.