



RELEASE FROM LIABILITY AND CONSENT TO USE LIKENESS

For and in consideration of dhgoodall, LLC (“**Company**”) allowing you to observe or participate in Company or Upstate New York Car Club events and activities therein (“**Activities**”), including the occupancy and operation of a vehicle (“**Vehicles**”), or being permitted to enter for any purpose any “**Restricted Area**” (defined as any area requiring special authorization, credential, or permission to enter, or any area to which admission by the general public is restricted or prohibited) and for other good and valuable consideration, the receipt of which is hereby acknowledged, you, for yourself and your personal representatives, heirs, and next of kin, do hereby, to the fullest extent permitted by applicable law:

1. Acknowledge, agree, and represent that you have or will immediately upon entering any Restricted Area, and will continuously thereafter, inspect the Restricted Area which you enter, and you further agree and warrant that, if, at any time, you are in or near any Restricted Area and you feel anything to be unsafe, you will immediately advise the officials of such feeling, and if necessary will leave such Restricted Area or refuse to participate further in the Activities or to observe them within such Restricted Area. Possible risks of being in a Restricted Area include, but are not limited to actions of other people including, but not limited to, participants, spectators, and officials of the Activities, weather, and/or other natural conditions. You hereby assume all of the risks of participating in the Activities.
2. Release, waive, and forever discharge the Company, its parents, subsidiaries, and affiliate companies, and all rescue personnel, all persons in any Restricted Area, the owners and lessees of premises used to conduct the Activities, promoters, sponsors, advertisers, and all Activities’ inspectors, underwriters, consultants, volunteers, and others who give recommendations, directions, or instructions, or engage in risk evaluation or loss control activities regarding the premises where Activities are conducted or the Activities, and each of them, and their respective officers, directors, members, shareholders, employees, representatives, agents, successors, or assigns (“**Releasees**”) from any and all liability to you, your personal representatives, assigns, heirs, and next of kin for all losses or damages and all related claims, on account of injury to you (including death) or your property, arising from or relating to your custody or use of the Vehicles or presence at the Activities, whether caused by the negligence of Releasees or otherwise, including negligent rescue operations.
3. Indemnify the Company from any and all liabilities or claims made by third-parties against the Company as result of your participation in the Activities.
4. Covenant and agree not to commence or maintain suit against one or more of the Releasees for injuries sustained (including death) or damages incurred and agree to indemnify, save, and hold harmless Releasees from and against any and all loss, liability, injuries sustained (including death), damage, or cost incurred which may arise or relate in any way to your custody or use of the Vehicles or presence at the Activities, whether caused by the negligence of the Releasees or otherwise, including negligent rescue operations.
5. Assume full responsibility for any risk of bodily injury (including death) or property damage arising out of or related in any way to your custody or use of the Vehicles or presence at the Activities, whether caused by the negligence of the Releasees or otherwise, including negligent rescue operations.
6. Acknowledge that the Activities are very dangerous and involve the risk of serious injury, death, and property damage, and that any injury sustained may be compounded or increased by negligent rescue operations or procedures of the Releasees.
7. In the event that any portion hereof is held invalid or otherwise unenforceable as a matter of law, agree that the remaining terms shall, notwithstanding, continue in full legal force and effect.
8. Acknowledge and agree that in no event shall your custody or use of the Vehicles or participation or presence at the Activities deem you an agent, servant, or employee of the Company, its parents, subsidiaries, or any affiliate company for any purpose whatsoever.

Consent to Use Likeness

As a participant in the Activities, I hereby agree that the Company and its affiliated companies may use my image which depicts me participating in the Activities for any purpose whatsoever, whether promotional or otherwise, for so long as Company desires. I understand that this agreement applies to static photography and video (including audio) and can include both my independent image and images of me driving Vehicles. I understand these images may be used for marketing materials, print ads, commercials, promotional videos, TV shows, Internet content (including live streams), or any other promotional or informational materials, in any medium now existing or hereafter developed, as the Company desires. I understand that I will receive no compensation, whether monetary or individual credit, for the use of my image, unless previously contracted for with the Company. I understand all images of me captured by the Company’s representatives are the sole property of the Company, and I have no legal right to them. My likeness may be copyrighted, used and/or published individually or in conjunction with other photography or video works, and in any medium (including without limitation, print

publications, public broadcast, social media, website, mobile application, or CD-ROM format) and for any lawful purpose, including without limitation, trade, exhibition, illustration, promotion, publicity, advertising and electronic publication. I represent and warrant that (i) no other party has been granted an exclusive license with respect to my likeness, and (ii) no other party's authorization or consent is required with respect to the permission granted to the Company under this Consent. The Company agrees to take reasonable measures to not to use any compromising, hurtful, or potentially harmful images of me (as determined by the Company in its sole discretion) obtained by way of my participation in the Activities. I, the undersigned, agree to all of the terms listed above.

General Provisions

This Release from Liability and Consent to Use Likeness is governed by the laws of the State of New York and the United States of America (U.S.A.), as applicable, in all respects, and you hereto consent to exclusive jurisdiction and venue in the courts of Tompkins County, State of New York, U.S.A.

This Release supersedes all prior understandings, written or oral, between you and the Company. Furthermore, this Release shall be construed broadly to maximum extent permissible under applicable law.

You have read this Release from Liability and Indemnity Agreement and Consent to Use Likeness, FULLY UNDERSTAND ITS TERMS, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO YOU. YOU UNDERSTAND THAT YOU MAY BE WAIVING SUBSTANTIAL LEGAL RIGHTS BY SIGNING THIS DOCUMENT AND ARE SIGNING IT FREELY AND WITH THE LEGAL AND MENTAL CAPACITY TO DO SO.

Participant name: _____

Email: _____

Participant signature: _____

Date of signature: _____

Home address: _____

Mobile phone: _____

Parent's name: _____
(if participant is under 18 years old as of signing)

Parent's signature: _____
(if participant is under 18 years old as of signing)
The undersigned parent or legal guardian does hereby represent that he/she is acting in such a capacity and has agreed individually on behalf of the minor to the terms of this Release as set forth above.

Emergency Contact Information

Participant name: _____

In case of emergency call: _____ Relationship: _____

Home phone: _____ Mobile phone: _____