

**Camp #M2M  
EVENT AGREEMENT AND LIABILITY AND PUBLICITY RELEASE**

The Camp #M2M Event (the "Event") will be held by Feld Motor Sports, Inc. ("FMS") from June 7-9, 2019 at the Cycle Ranch Motocross Park & Events Center, at 2066 County Rd 405, Floresville, TX 78114 ("Event Venue") and is governed by the Event Rules posted to [www.supercrosslive.com/toyotacampm2m.com](http://www.supercrosslive.com/toyotacampm2m.com) ("Event Rules"). In order to participate in the Event, this Event Agreement and Liability and Publicity Release (this "Event Release") must be completed and submitted to FMS in accordance with the Event Rules.

**I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE, AND I AM SIGNING THIS AGREEMENT FOR THE FOLLOWING PERSONS (EACH, A "GUEST"):**

**(PLEASE CHECK AND COMPLETE FOR EACH PERSON WHO WILL ATTEND THE EVENT)**

- Myself,** \_\_\_\_\_ **(full legal name), AND/OR**
- The following minor(s):** \_\_\_\_\_ **(full legal name),**  
\_\_\_\_\_ **(full legal name)** \_\_\_\_\_ **(full legal name), AND:**

**I certify that I am the parent or legal guardian of each minor named above, and that I have permission from each other parent and legal guardian of each minor named above to accept and sign this Event Release on such minor's behalf.**

**IN CONSIDERATION FOR THE OPPORTUNITY FOR EACH GUEST COVERED BY THIS EVENT AGREEMENT AND LIABILITY AND PUBLICITY RELEASE TO PARTICIPATE IN THE EVENT AND ALL RELATED ACTIVITIES, THE UNDERSIGNED HEREBY ACKNOWLEDGES, CONFIRMS AND AGREES TO THE BELOW TERMS, ON BEHALF OF EACH GUEST:**

**EVENT AGREEMENTS**

**Event Rules.** Each Guest has read and understood the Event Rules and each Guest agrees to comply with the Event Rules at all times. Capitalized terms used in the Event Rules have the same meanings as used herein.

**Event Application Information.** Each Guest certifies that all information submitted for such Guest in his/her Party's Event Application is true and correct and was submitted with such Guest's permission.

**Participation Conditions.** Each Guest understands that his/her participation in the Event is expressly subject to the completion, execution and delivery to FMS of this Event Release at or prior to the Event. Each Guest understands that if he/she wishes to participate in any motocross riding activities or motocross bike use at the Event, such participation is expressly subject to the completion, execution and delivery to FMS of the required form of Riding Release at or prior to the Event and the presentation of evidence of personal health insurance coverage at the Event. In addition, certain Event activities may be operated by third parties and subject to such third parties' rules and requirements, which may include the execution of third party liability waiver documents in order to participate.

**Safe and Responsible Conduct.** Each Guest agrees that his/her participation in all Event activities and his/her use of the Event Venue and all equipment, supplies and property (whether supplied onsite or brought by the Guest) will be safe and responsible at all times.

**Onsite Rules.** Each Guest agrees to comply with all onsite rules, regulations and FMS instructions that are communicated to Guests for the Event, including without limitation, all rules posted onsite at the Event Venue and all instructions given by Event Instructors and Event representatives at or prior to the Event. Such rules include the following, without limitation:

- **Prohibited Items.** Unless expressly permitted under applicable law, the following items are considered prohibited and may not be brought onto the Event Venue: weapons of any kind, fireworks, pets, drugs and controlled substances, alcohol, drones, and vehicles (other than Bikes that conform with these Rules and campers / personal autos used for transportation to/from the Event).
- **Campers and Personal Autos.** Campers and personal autos are permitted only on certain roadways, parking areas and campsites as designated at the Event Venue. All Event Venue rules regarding vehicle use must be followed at all times. Campers must remain parked in assigned campsites for the duration of the Event.
- **Alcohol Policy.** Alcohol consumption and drug use are not permitted at any time during the Event. FMS reserves the right at any time to administer breathalyzer and other tests to evaluate compliance with this requirement. Non-compliance will result in immediate ejection from the Event Venue.
- **Campfires.** Campfires are not permitted except in the Event Venue's designated pre-built fire pits with the Event Venue's designated provided supplies. All Event Venue rules regarding campfires, grills and the like must be followed at all times.
- **Photo/Video Policy.** Photographs and filming at and of the Event are not permitted except for personal, non-commercial use.
- **Lodging.** At least one (1) Guest over the age of eighteen (18) is required to supervise each lodging arrangement. Lodging supplies provided by FMS will only be issued to Guests over the age of eighteen (18). All Event Venue rules regarding campsites and shared facilities must be followed at all times.
- **Supervision of Minors.** All Minors must be supervised by a Guest over the age of eighteen (18) at all times.
- **Conduct and Noise Levels.** The Event is a family event. All Guests are expected to be respectful of one another, of the Event Parties and of the Event Venue at all times. At the conclusion of each Evening Session, Guests are expected to return to their lodging accommodations and remain reasonably quiet overnight.

- Food. Guests are permitted to bring their own food to the Event Venue at their own sole risk, cost and expense. Onsite food trucks will be provided, with selections that vary. Specific food truck items are not guaranteed. Guests with specific food preferences or allergies are responsible for bringing their own food.
- Guest Personal Property. Each Guest is solely responsible for all food, personal items and any other personal property that he/she brings to the Event Venue and for: (1) the safe and proper use of all such items; (2) all logistics, costs and expenses associated with the transportation, use and storage of all such items; (3) storing such items and keeping them safe and secure when not in use; and (4) assuming all risks of loss, damage and harm associated with all such items. The Releasees (as defined below) are not responsible for any loss or theft of, any damage to, or any harm caused by, any such items.
- FMS / Event Venue Property. If a Guest loses or damages any FMS or Event Venue property or equipment, including, without limitation, any Bike provided by FMS onsite, FMS reserves the right to charge such Guest the replacement value thereof.

**Each Guest acknowledges and accepts that FMS has the absolute right, without any liability, to terminate any Guest's participation (and to remove such Guest from the Event Venue) at any time, if FMS determines in its sole discretion that the Guest has violated any Event rule or requirement, or the Guest's conduct or condition could cause harm or damage to such Guest, to others or to property.**

Event Modification / Cancellation. Each Guest acknowledges and accepts that FMS reserves the right to modify, suspend or cancel any particular Event activities or the Event as a whole due to any circumstance that FMS determines, in its sole discretion, impacts the safety or security of Event Guests, personnel and/or the Event Venue, including, without limitation, a high level of rain/mud, thunderstorms or other extreme weather, acts of God, and terrorism / states of emergency. In addition, FMS reserves the right to modify, suspend or cancel any particular Event activities or the Event as a whole due to any circumstances outside of FMS's control. Each Guest agrees that no liability or obligation whatsoever will attach to FMS in connection with any modification, suspension or cancellation of any Event activities or the Event as a whole.

**ASSUMPTION OF RISK. PARTICIPATION IN THE EVENT MAY INCLUDE CERTAIN RISKS, INCLUDING, WITHOUT LIMITATION, RISKS OF POTENTIAL BODILY INJURY, DEATH AND/OR PROPERTY DAMAGE. THE UNDERSIGNED REPRESENTS THAT NO GUEST HAS ANY PHYSICAL OR MENTAL HEALTH CONDITION THAT WOULD MAKE IT UNWISE OR UNSAFE FOR THE GUEST TO PARTICIPATE IN THE EVENT, AND THE UNDERSIGNED ASSUMES ALL RISKS INVOLVED IN THE EVENT ON BEHALF OF EACH GUEST, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

#### **LIABILITY AND PUBLICITY RELEASE**

PUBLICITY RELEASE. THE UNDERSIGNED GRANTS PERMISSION FOR EACH GUEST TO BE PHOTOGRAPHED, FILMED AND RECORDED AT AND IN CONNECTION WITH THE EVENT AND ALL RELATED ACTIVITIES, AND AGREES THAT EACH GUEST'S NAME, VOICE, IMAGE, LIKENESS, BIOGRAPHICAL INFORMATION, ACTIONS, STATEMENTS AND TESTIMONIALS (COLLECTIVELY, "LIKENESS") MAY APPEAR IN ANY MEDIUM OR MEDIA NOW KNOWN OR HEREAFTER DEvised, AN UNLIMITED NUMBER OF TIMES, AND THAT FMS SHALL BE THE EXCLUSIVE OWNER OF ALL COPYRIGHT AND OTHER RIGHTS IN AND TO THE PHOTOGRAPHS, FILMS AND OTHER RECORDINGS (COLLECTIVELY, "FILM") AND WILL BE ABLE TO USE FILM FOREVER AND THROUGHOUT THE WORLD, AND TO LICENSE OTHERS TO USE FILM, IN ANY MANNER FMS CHOOSES (WITHOUT ANY OBLIGATION TO CONSULT OR OBTAIN ANY APPROVAL FROM THE UNDERSIGNED, ANY GUEST OR ANY THIRD PARTY) AND IN ANY AND ALL MEDIA NOW KNOWN OR HEREAFTER DISCOVERED OR DEVELOPED, WITH NO COMPENSATION TO THE UNDERSIGNED, ANY GUEST OR ANY THIRD PARTY. *NOTHING IN THIS EVENT RELEASE OBLIGATES OR IS INTENDED TO IMPLY THAT ANY PARTICULAR FILM WILL BE USED IN ANY PARTICULAR MANNER (OR AT ALL).*

LIABILITY RELEASE. THE UNDERSIGNED, ON BEHALF OF EACH GUEST, AND HIS/HER PERSONAL REPRESENTATIVES, HEIRS AND NEXT OF KIN, HEREBY COVENANTS NOT TO SUE AND RELEASES, WAIVES AND DISCHARGES FELD MOTOR SPORTS, INC., THE OWNERS AND OPERATORS OF THE EVENT VENUE, TOYOTA MOTOR SALES, U.S.A., INC., THEIR RESPECTIVE RELATED AND AFFILIATED COMPANIES, AND ALL OF THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES AND CONTRACTORS (COLLECTIVELY, "RELEASEES"), OF AND FROM ANY AND ALL LIABILITY WHATSOEVER FOR ANY AND ALL CLAIMS, LIABILITIES, INJURIES, COSTS, LOSSES AND DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, CLAIMS, LIABILITIES, INJURIES, COSTS, LOSSES AND DAMAGES RELATING TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT) ARISING FROM OR IN CONNECTION WITH EACH GUEST'S PARTICIPATION IN THE EVENT AND/OR ANY RELATED ACTIVITIES, INCLUDING, WITHOUT LIMITATION, EACH GUEST'S TRAVEL TO AND FROM THE EVENT, ANY ASPECTS OF THE EVENT INCLUDING THE CONSUMPTION OF ANY FOOD OR BEVERAGE, THE USE OF ANY LIKENESS OR FILM, AND, IF APPLICABLE, THE USE OF ANY MOTOCROSS BIKE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

In the event a claim or lawsuit is brought in violation of this Event Release, the undersigned shall be liable for any attorneys' fees and costs incurred by the Releasees or any one of them in connection with such claim or lawsuit.

**The undersigned acknowledges and agrees that (i) this Event Release refers to and covers events that may take place after the signing of this document, and that the exact nature of any injury or loss the undersigned or any Guest may suffer as a result of participation in the Event may not be entirely foreseeable; (ii) the terms of this Event Release mean that the undersigned may be waiving certain rights on behalf of each Guest covered by this Event Release; and (iii) if any portion of this Event Release is determined to be invalid, illegal or unenforceable, that portion shall be severable, and the balance of this Event Release shall not be affected or impaired in any way and shall continue in full legal force and effect.**

