

**Camp #M2M
RIDING ACTIVITIES AGREEMENT AND LIABILITY 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 ("Event Rules"). In order to participate in any motocross riding activities or motocross bike ("Bike") use ("Riding Activities") at the Event, this Riding Activities Agreement and Liability Release (this "Riding 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 BE PARTICIPATING IN RIDING ACTIVITIES AT 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 Riding Release on such minor's behalf.

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

RIDING ACTIVITIES AGREEMENTS

Participation Conditions. Each Guest understands that his/her participation in Riding Activities is expressly subject to the completion, execution and delivery to FMS of this Riding Release at or prior to the Event and the requirements that such Guest must be covered by personal health insurance and must be able to participate safely.

Personal Health Insurance and Ability to Participate Safely. The undersigned represents and warrants that each Guest covered by this Riding Release is covered by personal health insurance and agrees that evidence of such personal health insurance coverage will be presented for each such Guest at the onsite registration for the Event. The undersigned further represents and warrants, on behalf of each such Guest that such Guest is in good physical and mental health and capable of safely participating in the Riding Activities, and that such Guest does not have any current or prior medical issues or mental or physical conditions that may interfere with such Guest's ability to safely participate.

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

Riding Activities Rules. Each Guest agrees to comply with all rules, regulations and FMS instructions that are communicated to Guests for Riding Activities, 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:

Riding Level Assessments and Riding Level Wristbands. Each Guest understands that he/she will be issued a riding level wristband that corresponds with his/her riding level (Brand New, Beginner, Intermediate, Advanced or Expert), which will be determined by Event Instructors based on the Guest's completion of a riding ability assessment prior to any further Riding Activities. Each Guest understands that all riding level assessments are in the applicable Event Instructors' sole and ultimate discretion, and Event Instructors are under no obligation to advance any Guest's riding level or base a riding level assessment on the riding level submitted for a Guest in an Event Application. Each Guest agrees to accept and comply with the Event Instructors' assessment of his/her Riding Level. Riding level wristbands may not be transferred or shared under any circumstances. Each Guest agrees to use only the riding level wristband issued to him/her and to participate only in those Riding Activities that are open to his/her assigned riding level.

Permitted Riding Activities. The Riding Activities that are permitted onsite at the Event Venue are limited to the scheduled riding "breakout sessions" and "free rides" at the designated areas and times as set and communicated by FMS. No Bike operation or riding is permitted outside of such designated areas and times. Each Guest agrees that he/she will not operate a Bike except in connection with the permitted Riding Activities in the permitted areas at the permitted times.

Bike Use Requirements. Each Guest agrees to comply with the following requirements at all times while using or operating a Bike at the Event, whether a personal Bike or a Bike provided onsite ("Bike Use"): (i) a helmet and proper closed-toed footwear must be worn at all times while riding a Bike; (ii) all Bike Use must be safe, responsible and appropriate for the particular activity, taking into account all other persons and property in the area; (iii) the Riding Activities of any minor must be supervised by a Guest over the age of eighteen (18) at all times; (iv) the decisions and instructions of Event Instructors and FMS representatives must be followed at all times; (v) no Bike Use is permitted whatsoever, and will be immediately terminated, if the Guest is under the influence of alcohol or any drug or controlled or other illegal substance, or if the Guest has any condition or is behaving in any manner that could result in harm to the Guest or any other person or property - FMS reserves the

right at any time to administer breathalyzer and other tests to evaluate compliance with the no alcohol or illegal substances policy.

Each Guest that brings a personal Bike into the Event Venue must comply with the following:

(i) The Guest's Bike must be: (1) a two (2)-wheeled off-road motocross bike, 50cc – 600cc, or other bike that has received specific written approval from FMS; and (2) in safe and suitable condition and otherwise appropriate for use in the Riding Activities in general and by the particular Guest. In particular, the Bike and the Guest using the Bike must comply with all applicable usage requirements specified in the Bike's owners' manual, and the Bike may not have any features or conditions that limit its safe, intended operation.

(ii) The Guest must be the owner of the Bike or have written permission from the owner of the Bike to bring the Bike to the Event Venue for use in all applicable Riding Activities. The Guest will only use his/her personal Bike or a Bike that has been provided onsite at the Event Venue. No Guest will allow anyone else to share or use his/her personal Bike or share or use any other Guest's personal Bike, except for members of the same party that have received express written approval from FMS.

(iii) The Guest must ensure that he/she brings and wears his/her own personal Bike helmet for all Riding Activities and that his/her Bike is properly fueled, in accordance with the Bike's owners' manual. Any and all fuel that the Guest brings onsite must be kept in a proper sealed container, properly stored when not in use, and handled safely at all times.

(iv) The Guest will be solely responsible for his/her Bike and all related items that he/she brings to the Event Venue and for: (1) the safe and proper use of his/her Bike and all related items; (2) all logistics, costs and expenses associated with the transportation, use and storage of his/her Bike and all related items; (3) storing his/her Bike and all related items and keeping them safe and secure when not in use; and (4) assuming all risks of loss, damage and harm associated with his/her Bike and all related 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.

Each Guest that uses a Bike that is provided onsite at the Event Venue must comply with the following:

(i) The Guest will complete and submit any third-party waiver form (if applicable) that may be required by the issuer of the Bike onsite (in addition to this Riding Release). The parent or legal guardian must complete any such forms for any Guest that is a minor.

(ii) The Guest understands that Bikes provided onsite will only be issued for designated Riding Activities to Guests with a riding level wristband eligible for such Riding Activities. A Bike will only be issued to a minor if he/she is supervised by a Guest over the age of eighteen (18). Each Bike must be returned immediately following the completion of the applicable Riding Activities for which it was issued. Bikes are not guaranteed and will be subject to availability. Guests wishing to use an onsite Bike for Riding Activities should report to such activities early.

(iii) The Guest will be responsible for the replacement value for any loss or damage that such Guest causes to any onsite Bike.

Each Guest acknowledges and accepts that FMS has the absolute right, without any liability, to terminate any Guest's participation in the Riding Activities (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 Riding Activities rule or requirement, or the Guest's conduct or condition could cause harm or damage to such Guest, to others or to property.

Riding Activities Modification / Cancellation. Each Guest acknowledges and accepts that FMS reserves the right to modify, suspend or cancel any or all Riding Activities 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, or due to any other 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 Riding Activities.

ASSUMPTION OF RISK. PARTICIPATION IN THE RIDING ACTIVITIES AND BIKE USE MAY INCLUDE CERTAIN RISKS, INCLUDING, WITHOUT LIMITATION, RISKS OF SERIOUS BODILY INJURY, DEATH AND/OR PROPERTY DAMAGE, AND, AS APPLICABLE FOR PARTICULAR BIKE-RELATED ACTIVITIES: FALLING, CRASHING, AND OTHER BIKE, FUEL AND/OR EQUIPMENT-RELATED MALFUNCTIONS AND MISHAPS. THE UNDERSIGNED ASSUMES ALL RISKS INVOLVED IN THE RIDING ACTIVITIES ON BEHALF OF EACH GUEST COVERED BY THIS RIDING RELEASE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

LIABILITY RELEASE

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, AND DAMAGE TO OR DESTRUCTION OF PROPERTY ARISING FROM OR IN CONNECTION WITH EACH GUEST'S PARTICIPATION IN THE RIDING ACTIVITIES AND ANY AND ALL USE OF BIKE(S) DURING THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

In the event a claim or lawsuit is brought in violation of this Riding 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.

