

RELEASE, WAIVER, COVENANT NOT TO SUE, PHOTO/RECORDING RELEASE, AND REPRESENTATIONS

(No Minors Permitted in Vehicles)

Event: 2011 Scion Exposed

Location & Date: Kil-Kare Raceway/Speedway, September 17, 2011

For and in consideration of being permitted to drive or be a passenger in, or otherwise allowed to enter any area where any activity related to the event described above (collectively, the "Event") shall take place, or being permitted to observe or otherwise participate in or in any other way be involved for any purpose with the Event, and for other good and valuable consideration, **THE UNDERSIGNED, FOR HIM/HERSELF, HIS/HER PERSONAL REPRESENTATIVES, HEIRS, NEXT-OF-KIN, ASSIGNS AND INSURERS UNCONDITIONALLY AND VOLUNTARILY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE ANY AND ALL SPONSORS (AS HEREINAFTER DEFINED) FROM ANY AND ALL CLAIMS FOR DAMAGES FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE OR ANY OTHER TYPE OR KIND OF INJURY OR DAMAGE WHICH HE/SHE, HIS/HER PERSONAL REPRESENTATIVES, HEIRS, NEXT-OF-KIN, ASSIGNS AND INSURERS MAY HAVE, OR WHICH MAY HEREAFTER ACCRUE, AS A RESULT OF HIS/HER PARTICIPATION IN THE EVENT.** The undersigned understands that this document is intended to DISCHARGE IN ADVANCE the Sponsors from and against ANY AND ALL LIABILITY ARISING OUT OF, OR CONNECTED IN ANY WAY WITH PARTICIPATION BY the undersigned in the Event, EVEN THOUGH THAT LIABILITY MAY ARISE OUT OF NEGLIGENCE, CARELESSNESS OR OTHER CONDUCT ON THE PART OF SPONSORS. The term "**Sponsors**" shall mean and include Toyota Motor Sales, U.S.A., Inc., including its Lexus division ("**TMS**"), Performance Entertainment, and Kil-Kare Raceway/Speedway, the owners or lessors of the Event site, and their respective parent, subsidiary and affiliated companies, and their respective employees, directors, representatives, dealer associations, Toyota Automotive dealers, agents, contractors and officers.

THE UNDERSIGNED UNDERSTANDS THAT SERIOUS ACCIDENTS OCCASIONALLY OCCUR DURING AUTOMOBILE DRIVING ACTIVITIES (with either on and/or off road courses), AND THAT PARTICIPANTS CAN SUSTAIN MORTAL OR SERIOUS PERSONAL INJURIES AND/OR PROPERTY DAMAGES. NEVERTHELESS, THE UNDERSIGNED HEREBY AGREES TO ASSUME FULL AND COMPLETE RESPONSIBILITY FOR, AND RISK OF, BODILY INJURY, DEATH, PROPERTY DAMAGE OR ANY OTHER TYPE OR KIND OF INJURY OR DAMAGE, WHICH MAY ARISE FROM HIS/HER PARTICIPATION AT THE EVENT. THE UNDERSIGNED AGREES TO RELEASE, AND WAIVE ANY RIGHT TO BRING LEGAL ACTION AGAINST THE SPONSORS WHO THROUGH THEIR NEGLIGENCE, CARELESSNESS OR OTHER CONDUCT MIGHT OTHERWISE BE LIABLE FOR DAMAGES, INJURY AND/OR DEATH.

The undersigned acknowledges, agrees, represents, and warrants that he/she:

- (a) is 18 years of age or older (but if a resident of Alabama or Nebraska, at least 19 years of age, and if a resident of Mississippi, at least 21 years of age) and possesses a valid driver's license without any restriction and has had no more than two moving violations in the three years preceding the date hereof, and no serious violations at all (e.g., driving while under the influence, reckless driving, etc.);
- (b) can see and hear well enough to operate a motor vehicle properly and safely and is wearing any eyewear or hearing apparatus required to operate a motor vehicle properly and safely;
- (c) will operate the vehicle in a safe manner, observing all traffic laws and will follow instructions, recommendations and cautions of the representative of TMS, and their vendors at all times, whether or not on public streets;
- (d) is not under the influence of any alcohol or illegal drug;
- (e) is not under the influence of any intoxicants, narcotics, prescription medicine, or other drug which would impair his or her driving ability to operate the vehicle, nor does he/she have any physical or mental condition which would make participation in a performance drive test an undue risk to such driver, the vehicle or other participants of the Event; and
- (f) will properly wear seat belts at all times while he/she is in a vehicle in operation at the Event, and will cause any child to use an infant/child restraint or booster seat satisfying all legal requirements for the jurisdiction in which the Event is staged.

As the parent or guardian of a minor child (hereafter "**my child**") participating in any of the activities and/or being allowed to enter any area related to the Event, the UNDERSIGNED, ON BEHALF OF HIM/HERSELF AND MY CHILD, HEREBY **WAIVES, RELEASES, DISCHARGES AND COVENANTS NOT TO SUE ANY SPONSORS FOR ANY AND ALL CLAIMS THE UNDERSIGNED, OR MY CHILD, OR RESPECTIVE PERSONAL REPRESENTATIVES, HEIRS, NEXT-OF-KIN, ASSIGNS AND INSURERS** may have, now or in the future, against any of the Sponsors **arising from INJURIES OR DEATH TO MY CHILD OR DAMAGES TO MY OR MY CHILD'S PROPERTY, sustained while my child is (1) at the Event site, and/or (2) participating in the Event activities,** regardless of whether such injuries, death or damages are caused, in whole or in part, by the NEGLIGENCE, CARELESSNESS OR OTHER CONDUCT ON THE PART OF SPONSORS.

THE UNDERSIGNED, on behalf of him/herself and my child, **ACKNOWLEDGES AND AGREES THAT SPONSORS AND/OR THEIR RESPECTIVE DESIGNEES MAY PHOTOGRAPH AND/OR RECORD THROUGH ANY MECHANICAL OR OTHER MEANS AVAILABLE (COLLECTIVELY "RECORDINGS") THE UNDERSIGNED'S AND/OR MY CHILD'S NAME, LIKENESS, VOICE, PERFORMANCE AND/OR STATEMENTS (WHICH THE UNDERSIGNED AFFIRMS ARE HIS/HER AND/OR MY CHILD'S REFLECTIONS OF THEIR ACTUAL EXPERIENCES AND BELIEFS) AND USE AND EDIT SUCH RECORDINGS FOR ADVERTISING, PROMOTIONAL AND OTHER PURPOSES IN ANY MEDIA NOW OR HEREAFTER KNOWN THROUGHOUT THE WORLD IN PERPETUITY WITHOUT NOTICE, FURTHER CONSENT, OR PAYMENT OF ANY KIND TO THE UNDERSIGNED, MY CHILD OR ANY THIRD PARTY. THE RECORDINGS, AND ANY COPYRIGHTS AND OTHER RIGHTS THEREIN, SHALL BE OWNED EXCLUSIVELY BY TMS (OR ITS DESIGNEE) AND MAY BE LICENSED, ALTERED AND/OR COMBINED WITH OTHER MATERIALS AS ANY OF THE SPONSORS DETERMINE IN ITS/THEIR SOLE DISCRETION. THE UNDERSIGNED, MY CHILD, AND EACH OF THEIR RESPECTIVE PERSONAL REPRESENTATIVES, HEIRS, NEXT-OF-KIN, ASSIGNS AND INSURERS SHALL NOT HAVE OR MAKE ANY CLAIM OF ANY KIND AGAINST ANY OF THE SPONSORS (AND/OR THEIR RESPECTIVE DESIGNEES) RESULTING FROM ANY OF THE SPONSORS' OR A THIRD PARTY'S USE OF THE RECORDINGS AS PERMITTED HEREIN.** If the undersigned's or my child's services, or the use of any Recordings in which the undersigned or my child appear, are subject to the jurisdiction of any collective bargaining agreement to which an applicable Sponsor is a signatory,

