

In consideration of being permitted to complete, observe, work for, or participate in any way in the MINI TOGETHER event(s), participating in any manner in any functions, whether testing, instructional, recreational or competitive ("events"), or being permitted to enter for any purpose any restricted area (defined as any area of the MINI TOGETHER event requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), the Attendee, for himself or herself, and his or her personal representatives, guests, heirs, and next of kin:

1. Attendee acknowledges, agrees and represents that he or she has inspected, or will immediately inspect upon entering, any such restricted area, and will continuously thereafter inspect any restricted area, which he or she enters, and he or she further agrees and represents that, if at any time, he or she is in or about any restricted area and identifies or believes any type of condition therein to be unsafe, he or she will immediately advise the MINI TOGETHER event officials of such and, if necessary, will leave the restricted area and/or refuse to participate further in the event(s).

2. Attendee hereby releases, waives, discharges and covenants not to sue the MINI TOGETHER event, MINI USA, BMW of North America, LLC, MINI Authorized Dealers, Octagon, Inc., or their officers, directors, members, shareholders, employees, representatives, guests, agents, successors or assigns, or participants, racing associations, sanctioning organizations or any subdivisions thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons authorized to be in any restricted area, sponsors, advertisers, owners, lessees of premises used to conduct the event(s), premises and event inspectors, surveyors, underwriters, consultants or any others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the MINI TOGETHER event premises or event(s) and each of them, their directors, officer, agents and employees, parent companies, affiliate and subsidiary companies, all of whom are, for the purpose herein, referred to as "releasees", from any and all liability to the undersigned, his or her personal representatives, guests, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore, on account of injury to the person or property of, or resulting in the death of the undersigned arising out of or related in any way to the undersigned's activities, participation or presence at MINI TOGETHER event or in the event(s), whether caused by the negligence of the releasees or otherwise.

3. Attendee hereby agrees to indemnify and save and hold harmless the releasees and each of them from and against any and all loss, liability, damage, or cost they may incur arising out of or relating in any way to the undersigned's activities, participation, or presence at the MINI TOGETHER event(s), whether caused by the negligence of the releasees or otherwise.

4. Attendee hereby assumes full responsibility for any risk of bodily injury or death arising out of or related in any way to the undersigned's activities, participation or presence at the MINI TOGETHER event or the event(s), whether caused by the negligence of releasees or otherwise.

5. Attendee hereby acknowledges that the activities to be undertaken by the undersigned at the MINI TOGETHER event in connection with the MINI TOGETHER event(s) may be dangerous and involve the risk of serious bodily injury and/or death and/or property damage. The undersigned also expressly acknowledges that injuries received by him or her may be compounded or increased by negligent rescue operations or procedures of the releasees, and expressly waives and releases any claim arising therefrom.

6. Attendee hereby agrees that this complete release and waiver of liability, assumption of risk and indemnity agreement extends to all acts and omissions, including negligence, by the releasees, including negligent rescue operations, and is intended to be as broad and inclusive as is permitted by the laws of the province or state in which the MINI TOGETHER event is/are conducted and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. An inherent risk of exposure to COVID-19 or similar communicable diseases exists in any public place where people are present. COVID-19 especially, is an extremely contagious disease that can lead to severe illness and possibly death. By participating in this event, you voluntarily assume all risks related to exposure to COVID-19 or other similar communicable diseases.

8. Attendee grants MINI USA and any and all MINI TOGETHER event Sponsors, Partners, Agencies, Media Outlets, Production Companies and MINI Authorized Dealers permission to: (a) film, photograph, and record me in connection with the event; and (b) use, reproduce, distribute, exhibit, display, perform, and otherwise exploit any resulting films, photographs, and recordings, including all app user generated content, my name, picture, likeness, image, voice, statements, biographical information, and performance (collectively, "Persona") in any manner, venue, format, and media anywhere in the world, in perpetuity, for any lawful purpose, including, without limitation, for purposes of advertising or trade. I understand that nothing herein obligates any of MINI USA or MINI TOGETHER event Sponsors, Partners, Agencies, Media Outlets, Production Companies and MINI Authorized Dealers to exercise any of the rights granted herein.

9. Attendee hereby releases the Company and all MINI TOGETHER event Sponsors, Partners, Agencies, Media Outlets, Production Companies and MINI Authorized Dealers, and any associates, as well as any assignees, from any and all claims for damages for libel, slander, invasion of privacy or any other claim based on use of the above-described material(s).

I have read this complete release and waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me. I further intend my checking the box below to be a complete and unconditional release of all liability the greatest extent allowed by law.