

## APPENDIX N: PARTICIPATION AGREEMENT

### MERCEDES-BENZ CLUB OF AMERICA, INC. PARTICIPATION AGREEMENT

THIS AGREEMENT pertains to driving events of the Mercedes-Benz Club of America, Inc. (MBCA) in which I desire to participate, whether as a driver, passenger, official or volunteer, or to attend as a spectator or visitor. In consideration for permitting me to participate in or observe driving events, which may consist of time trials, autocross, acceleration run, defensive driving and/or road rally, or to attend the event as a spectator or visitor, I knowingly and voluntarily agree as follows:

1. I UNDERSTAND that there are various risks associated with and inherent in the operation of an automobile on a track course, concours site, or the highway that may result in property damage, personal injury, disability, or even death. I ACKNOWLEDGE AND ASSUME ALL RISKS AND DANGERS associated with and inherent in any of the events in which I participate, observe, work or officiate, including as a spectator or visitor, and warrant personally that I have inspected any vehicle which I operate or in which I am a passenger for such events, and have inspected all facilities and equipment utilized by me for such events to the extent available for inspection by me.
2. I RELEASE the MBCA, its officers, directors, committee members, employees, officials, agents, volunteers, and other participants in such events, as well as the owner and/or operators of any facilities used in such events, and their employees, agents and representatives (individually and collectively, the "Releasees") for any responsibility or liability for property damage, personal injury, disability or death.
3. I WAIVE ANY CLAIM of any kind or description, including any actual or implied warranty, against the Releasees for any property damage, personal injury, disability, or death arising in any way from the events in which I participate, observe, work, or officiate, including as a spectator.
4. I COVENANT NOT TO SUE the Releasees for any property damage, personal injury, disability, or death arising in any way from the events in which I participate, observe, work, or officiate, including as a spectator.
5. I AGREE TO INDEMNIFY AND HOLD HARMLESS the Releasees from and against any and all losses, liabilities, damages, expenses, claims, or actions brought as a consequence of any property damage, personal injury, disability, or death arising in any way from the events in which I participate observe, work, or officiate, including as a spectator.
6. I CERTIFY, UNDERSTAND, AND AGREE that if I am driving a passenger, or otherwise participating in the events:
  - a. The vehicle I am driving or in which I am a passenger in the events is insured with at least \$100,000 per person bodily injury and property damage insurance that will be in effect for the entire duration of the event.
  - b. Any participant violating the competition and event rules will be expelled from the event and forfeit all competition privileges and fees.
  - c. I accept, and agree to abide by the competition and event rules, as stated in the National/Regional Events Rule Book
7. I UNDERSTAND AND AGREE that possession or consumption of drugs or alcohol is strictly prohibited.
8. I HEREBY GRANT TO MBCA and the event organizer the irrevocable and unrestricted right to use and publish photographs of me, or in which I may appear, for editorial, trade, advertising and any other bona fide purposes, in any manner and medium. I hereby release MBCA, the event organizer and the photographer from all claims and liability relating thereto.

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