

## RELEASE OF CLAIMS, HOLD HARMLESS AND INDEMNITY AGREEMENT; AND WAIVERS

In Consideration of and as a condition to being permitted to participate in the Mazda Drive event today at this event by riding in a Mazda vehicle as a passenger or otherwise being permitted to enter the Event's restricted area, the undersigned ("Participant") for himself/herself, his/her personal representatives, heirs and next of kin, acknowledges, represents and agrees as follows:

1. If Participant will drive a Mazda Vehicle, Participant represents and warrants that he/she:
  - a) Possesses a currently valid driver's license, is 18 years of age or older, and is a citizen or legal resident of the United States;
  - b) Can see and hear well enough to operate a motor vehicle properly and safely on public roadways and in off-roadway driving and is wearing any eye wear or hearing apparatus required to operate a motor vehicle properly and safely;
  - c) Will operate the vehicle in a safe manner, will properly wear seat belts while in a vehicle in operation, and will follow all instructions, recommendations and cautions (including the Rules (as defined below)) provided by representatives of STI Agency, LLC, dba 'DriveShop' ("Drive Shop") and their vendors at all times;
  - d) Will not be under the influence of any alcohol or illegal drug; and
  - e) Will not be under the influence of any legal drug which would impair his/her driving ability or ability to understand or comply with oral or written directions regarding the use of a vehicle, and does not have any physical or mental condition which would impair his or her driving ability to operate the vehicle, nor does Participant have any physical or mental condition which would make participation in a performance drive test an undue risk to Participant, other vehicle occupants, workers, spectators or vehicle.
2. The Participant hereby acknowledges and agrees as follows:
  - a) That he/she is duly aware of the risks and hazards inherent in participating in operating or riding as a passenger in a motorized vehicle and hereby elects to participate and voluntarily assumes all risk of loss, danger or injury, including death, that may be sustained by him/her or any loss or damage to any of his/her property. The Participant further agrees and warrants that if at any time he/she is participating in any portion of the Event which he/she deems or believes to be unsafe, that he/she will immediately advise the officials or operators of the Event of such and will leave the area and discontinue participation in that portion of the Event which he/she considers to be unsafe. THE PARTICIPANT EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES INCLUDED IN PARTICIPATING IN THE EVENT ARE DANGEROUS AND INVOLVE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE;
  - b) That he/she will only be permitted to participate in the Event if representatives of DriveShop or their contractors determine in their sole discretion that Participant is in compliance with Event guidelines and the representatives' instructions, and is not engaging in any activity which presents any additional danger to herself/himself or others participating in the Event; and
  - c) That he/she is aware that in connection with the Event, DriveShop or Mazda Motor of America, Inc., dba Mazda North American Operations ("MNAO") may take photographs and make films, video and/or other visual or audio records and recordings of Participant and other participants in the Event (collectively, the "Recording"). Participant hereby relinquishes all rights, if any, that he/she may have related to and/or associated with the Recording and acknowledges and agrees that all rights appertaining thereto, including any right, title and interest in or to any present or future copyrights related to the Recording or any derivative works, as well as any still photos, audiotapes, advertisements, releases, or derivations associated with or related to the Recording and the Event, shall belong exclusively and unconditionally to DriveShop and MNAO and their successors and assigns without payment of any royalties, compensation, fees or consideration of any kind above and beyond the consideration described in this Waiver and Release. DriveShop and MNAO shall, now and forever, have the exclusive worldwide perpetual right, title, and interest to use, license others to use, edit, display, reproduce, sell, distribute, broadcast, televise or otherwise disseminate the Recording and any derivative works (or any portion thereof) for any commercial, advertising or promotional or other purposes and in any manner that DriveShop or MNAO (and its agents, publicists, and authorized persons or entities) desires. Participant further agrees that DriveShop and MNAO may use and license others to use the driver's name, voice, likeness and any biographical material concerning Participant which Participant may provide, in any and all media now or hereafter known (including without limitation broadcast on television, internet, industrial/non-broadcast use, lifting still frame images from the Event into print such as advertisements, billboards, point of purchase materials, etc.) and in the promotion, advertising, sale, publicizing and exploitation of the Recording (including any derivative works) and the products featured in the Recording and ancillary products. Participant expressly waives any and all moral and publicity rights Participant may have in connection with Participant's appearance as well as the right to receive compensation.
3. Release by Participant: Participant hereby releases, waives, and discharges all claims and potential claims against, and covenants not to sue MNAO, DriveShop, and each of their parent corporations, subsidiaries or affiliated entities and MNAO dealerships and all of the respective officers, directors, shareholders, employees and agents of the foregoing and the facilities (the "Released Parties"), from and against any and all claims, causes of action, damages, demands, liens, rights, controversies, losses, costs and expenses (including, but not limited to, attorneys' fees and costs), or charges of whatsoever nature, whether known or unknown, developed or undeveloped, suspected or unsuspected, fixed or contingent, past, present or future, including, without limitation, wrongful death and bodily injury, any injuries to property, real or personal, whether or not liability is alleged to arise from NEGLIGENCE OR OTHER TORTIOUS CONDUCT of Released Parties, or any of them ("Claim" or "Claims"), with respect to any damages, injuries or losses of any kind to the Participant or any vehicle or any property

damage or loss or injury to any other party arising in connection with the Participant's participation in this Event or of the Participant's operation or use of the vehicle.

4. **Release of Unknown or Unanticipated Claims:** The Participant further agrees and acknowledges that there is a risk that subsequent to the execution hereof, the Participant will discover, incur or suffer Claims which were unknown or unanticipated at the time of execution, including without limitation, unknown or unanticipated Claims which arose from, are based upon, or are related to the Participant's physical proximity to, or other connection with, any vehicles, equipment, or other items made available by or through the Released Parties, which if known by the Participant on the date of execution hereof may have materially affected the Participant's decision to agree to this release, and Participant hereby releases, waives and discharges all of such unknown and unanticipated Claims.
5. **Waiver of Cal. Civil Code § 1542:** The Participant acknowledges and agrees that by reason of the release contained above, the Participant is assuming all risk of bodily injury, death or property damage, and all other unknown and unanticipated Claims and agrees that the Participant's release of Released Parties applies thereto. The Participant expressly waives whatever benefits the Participant may have under Section 1542 of the California Civil Code (or similar applicable law from another state), which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Thus, notwithstanding the provisions of California Civil Code Section 1542, and for the purpose of implementing a full and complete release and discharge of the Released Parties, the Participant expressly acknowledges that this release is intended to include in its effect, without limitation, all Claims which the Participant does not know or suspect to exist in Participant's favor at the time of execution hereof, and that this release contemplates the extinguishment of any such Claim or Claims.

6. **Indemnification:** Participant hereby agrees to indemnify, defend (with counsel satisfactory to Released Parties) and hold harmless the Released Parties against any and all claims, demands, actions, causes of action, liability, losses, damages, costs, expenses and reasonable attorneys' fees that the Released Parties may incur in any way related to the Participant's conduct, use of the Vehicles, or participation in the Event.
7. **No Representations or Warranties by Released Parties.** Participant acknowledges and agrees that no representation or warranty of any kind or nature whatsoever has been given to him/her regarding the condition of the Vehicles, or any other facilities or equipment. Participant agrees that the Released Parties shall not be liable for any alleged negligence pertaining to the condition of the Vehicle or such facilities and/or equipment.
8. **Miscellaneous:** Participant acknowledges that this waiver and release agreement and the releases contained herein are given in exchange for good and valuable consideration. Further, this agreement reflects the entire agreement, and no statements, promises or inducements made by MNAO, DriveShop or its/their respective directors, officers, employees, agents, and representatives that are not contained herein shall be valid or binding. If any provision in this agreement is held invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, the remainder of the provisions or enforceable parts of this agreement shall not be affected, and shall be enforced to the fullest extent permitted by law. This agreement shall be governed by the laws of the state of California. Ambiguities herein shall not be construed against the drafter. Participant further expressly agrees that the foregoing release and waiver is intended to be as broad and inclusive as is permitted by applicable law, and, if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE. I HAVE READ AND UNDERSTAND THIS WAIVER AND RELEASE AGREEMENT AND VOLUNTARILY SIGN IT, AND FURTHER ACKNOWLEDGE AND AGREE THAT NO OTHER ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS OR PROMISES HAVE BEEN MADE BY MNAO OR DRIVESHOP OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES THAT ARE NOT CONTAINED HEREIN, AND THAT NO SUCH FUTURE STATEMENTS SHALL BE VALID OR BINDING UNLESS MADE IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE, AND THAT I HAVE BEEN OFFERED THE OPPORTUNITY NOT TO PARTICIPATE IN THE PROGRAM IF I DO NOT AGREE.

Participant hereby acknowledges that he/she has received a copy of the Mazda Drive Program Participant Rules (the "Rules"), has reviewed the Rules, fully understands his/her obligations under the Rules, and all of his/her questions regarding the Rules have been answered to his/her full satisfaction by MNAO or DriveShop's representatives. Participant agrees to fully obey the Rules.