



#DRIVEFORACAUSE[®]

Event Agreement

Squadra Foundation, Inc
A 501(c)(3) Non-Profit Corporation

JULY 1, 2020
Version 1.0

INTRODUCTION

Events are not intended to be a race, speed contest, time trial, Gymkhana, test and tune, driving exhibition, competitive or on-track event of any kind. This Agreement is intended as a guide and is in no way a guarantee against any harm to participants, spectators or others. No express or implied warranty of safety shall result from the issuance of, or compliance with this Agreement.

COMMUNICATIONS AND INQUIRIES

All communications and inquiries related to the Event or the Agreement must be directed solely to the authorized representatives ("Squadra Staff") of Squadra Foundation, Inc., ("Squadra"), indicated below. The following Squadra Staff will make themselves available at a reasonable time prior to the Squadra one event to answer your questions.

David Granzotti – President; Board Member
David Robinson – Treasurer; Board Member
Joshua Guerra - Board Member

Brad McRae - Board Member
Alessandra Granzotti – Operations Advisor
David Valenti – General Counsel

For any questions regarding the Event, please contact Squadra at:

Squadra Foundation, Inc.
108 Wild Basin Road, Suite 250
Austin, TX 78746
Tel: +1 512 588 1750
Fax: +1 512 697 0046
Email: info@squadrafoundation.org

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This Agreement, dated as of the Effective Date, are by and between the Participant and Squadra. By signing this document, Participant, as a driver and/or passenger, as applicable, agrees to the following terms and conditions:

SECTION 1: DEFINITIONS

- 1.1 “Agreement”** shall mean this Event Agreement, as amended.
- 1.2 “Applicable Law”** shall mean the laws, rules and regulations of any jurisdiction(s) in which the Event is held.
- 1.3 “Auto Detailer”** shall mean any auto detailing service providers that wash, clean and/or detail vehicles during the Event.
- 1.4 “BBCR”** shall mean the Big Bend Charity Rally sponsored, hosted and/or organized by Squadra.
- 1.5 “CDC”** shall mean the United States Center for Disease Control.
- 1.6 “COVID-19”** shall mean the novel coronavirus, including any mutation or variation thereof.
- 1.7 “Designated Establishments”** shall mean any hotels, venues, restaurants or other establishments designated by Squadra for the Event.
- 1.8 “Disease”** shall mean COVID-19, SARS-CoV2 and other communicable, contagious and/or infectious diseases, known or unknown.
- 1.9 “DOT”** shall mean United States Department of Transportation.
- 1.10 “Effective Date”** shall mean the date first date written below or when this Agreement is electronically signed.
- 1.11 “Eligible Vehicle”** shall mean any of the following vehicles: Acura NSX, Aston Martin, Audi R8, Bentley, Bugatti, Dodge Viper, Ferrari, Ford GT, Jaguar F Type, Koenigsegg, Lamborghini, Lotus, Maserati, Maybach, McLaren, Mercedes SLS and AMG GTR, Nissan GTR, Porsche 911, 918, GT, GT3RS and GT2RS, Pagani and Rolls Royce.
- 1.12 “Emergency Transport Carrier”** shall mean any person or entity with an open or enclosed trailer hired to provide emergency transport to participants during the Event.
- 1.13 “Event”** shall mean any non-sanctioned road rally, driving event or other non-sanctioned automotive event sponsored, hosted and/or organized by Squadra, including but not limited to, the BBCR and the HCCR, provided, however, not included in the definition of an Event is any sanctioned event, including Squadra One or S1.
- 1.14 “Event Activities”** shall mean any extracurricular, non-driving and/or other activities included in an Event.
- 1.15 “Event Fees”** shall mean all fees, including any donations, if any, paid to Squadra for participation in the Event.
- 1.16 “Event Organizers”** shall mean Squadra and its hosts; organizers; officials; sponsors; promoters; advertisers; spokespersons; volunteers; contractors; vendors; concessionaires; consultants and others who give recommendations, directions or instructions regarding any Event; automotive manufacturers, dealers or any affiliated entities thereof supporting any Event; racing associations, racing teams, sanctioning organizations or any affiliated entities thereof supporting any Event; track owners or operators of any race tracks used in any Event; charities or non-profit organizations supporting any Event; governmental agencies, law enforcement, fire department, EMS, security or rescue personnel supporting any Event; builders, designers, owners and lessees of any premises or facilities used in any Event and for each of them, their directors, shareholders, partners, owners, members, officers, employees, representatives, agents, attorneys affiliates, successors and assigns.
- 1.17 “Event Road”** shall mean any racetrack, runway, landing strip, public road, private road, non-residential road, unpaved road, dirt road, parking area and/or any other area or road on which Vehicle may be driven during an Event.
- 1.18 “Event Transport Carrier”** shall mean any person or entity with an enclosed trailer hired to transport vehicles to the Event.

- 1.19** **“Hazards”** shall mean any road hazards, known or unknown, including but not limited to, accidents, livestock, wildlife, pedestrians, local inhabitants, uneven pavement, dips, humps, blind turns, road debris, construction, inclement weather and other hazards that may occur during the Event.
- 1.20** **“HCCR”** shall mean the Hill Country Charity Rally hosted by Squadra.
- 1.21** **“Healthcare Facility”** shall mean any hospitals, clinics and other medical or healthcare facilities.
- 1.22** **“Inappropriate Comments”** shall mean, with respect to communication on any Messaging Applications or Personal Radio Devices, any inappropriate language such as spam, inappropriate messages, inappropriate images, inappropriate videos, inappropriate comments, inappropriate emojis, any observed or known improper or illegal activities of other participants or Event Organizers or any sales ads, pitches or promotions, including but not limited to, forwards, posts, comments, links, conversations containing foul and vulgar language, personal attack, personal insulting messages, bullying any other participant or Event Organizer, spreading negativity, sending unsolicited personal messages to any other participant, or any other inappropriate behavior.
- 1.23** **“IRS”** shall mean the United States Internal Revenue Service.
- 1.24** **“Mechanical Incident”** shall mean any mechanical breakdown, accident, flat tire or other vehicle related incident that renders a vehicle inoperable.
- 1.25** **“Messaging Applications”** shall mean various third-party group messaging applications, including but not limited to, WhatsApp, Telegram, group text or other messaging applications.
- 1.26** **“Navigation Files”** shall mean any proprietary navigation related files or documents of Squadra including but not limited to, any hardcopy or electronic maps or electronic navigation files such as .gpx and .kml files developed by Squadra for use in Navigation Software.
- 1.27** **“Navigation Software”** shall mean, LeadNav, a third-party navigation software required to be used by Participant during the Event.
- 1.28** **“Non-Refundable Expenses”** shall mean all non-refundable Event expenses incurred by Squadra, including but not limited to, any fixed costs, non-refundable deposits, vendor fees and other non-refundable charges.
- 1.29** **“Participant”** shall mean the undersigned as a driver and/or passenger, as applicable.
- 1.30** **“Personal Radio Devices”** shall mean any low-power radio communication devices such as walkie talkies or similar devices.
- 1.31** **“PPE”** shall mean personal protective equipment.
- 1.32** **“Rules”** shall mean the rules and regulations, as amended, of Squadra One or S1.
- 1.33** **“S1”** shall mean any sanctioned driving event sponsored, hosted and/or organized by Squadra, including but not limited to Squadra One.
- 1.34** **“Satellite Devices”** shall mean any satellite-based phone, text or other communication devices that rely on a low-earth orbiting satellite constellations.
- 1.35** **“SARS-CoV2”** shall mean severe acute respiratory syndrome coronavirus or COVID-19.
- 1.36** **“Security Service Providers”** shall mean any person or entity, including but not limited to, law enforcement, armed or unarmed security companies, hired to monitor vehicles while unattended or to provide route escort services during the Event.
- 1.37** **“Squadra”** shall mean Squadra Foundation, Inc., a 501(c)(3) public non-profit corporation organized in the State of Texas.

- 1.38** **“Squadra Decals”** shall include but are not limited to, the Certificate, Vehicle numbers and those decals identifying Squadra and/or its sponsors.
- 1.39** **“Squadra One”** shall mean any sanctioned driving event sponsored, hosted and/or organized by Squadra, including but not limited to S1.
- 1.40** **“Squadra Staff”** shall mean the authorized representatives of Squadra listed in the foreword of this Agreement.
- 1.41** **“Symptoms”** shall mean any Symptoms of COVID-19, including without limitation, any cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, generalized muscle pain, headache, sore throat, new loss of sense of taste or smell, fatigue or other flu-like symptoms generally associated with COVID-19.
- 1.42** **“Trademark”** shall mean the name or logos of “Squadra”, “Drive for a Cause”, “Squadra One”, “S1”, or any other trademarks owned by Squadra, including but not limited to USPTO Serial Numbers 6058470, 6067861 6068722, or any other trademark employing the word(s), name(s) or logo(s) “Squadra”, “Drive for a Cause”, “#driveforacause”, “Squadra One”, “S1”, or any confusingly similar trademarks to any of the foregoing.
- 1.43** **“Vehicle”** shall mean the motor vehicle owned, operated and/or used by Participant in the Event.

SECTION 2: REGISTRATION, ELIGIBILITY & APPROVAL

- 2.1** **Driver pre-registration.** Participants who are drivers and wish to participate in the Event must pre-register by completing the appropriate online driver pre-registration form on the Squadra website.
- 2.2** **Passenger registration.** Participants who are passenger(s) and wish to participate in the Event must register by completing the online non-driver registration form on the Squadra website.
- 2.3** **Limited availability.** Participant understands and agrees that pre-registrations for the Event are limited and availability is not guaranteed.
- 2.4** **Approval.** Participation in the Event as a driver requires prior written approval from Squadra, which may be approved or denied for any or no reason. If Participant’s driver pre-registration is approved by Squadra, Participant will be notified of such approval, in writing, by Squadra within fifteen (15) business days of submission of the online driver pre-registration form at the email provided by Participant. Notwithstanding the foregoing, all approvals, if any, are specific to the Event for which Participant is pre-registering and are not transferrable to future or other Events. Participation in the Event as a passenger does not require approval from Squadra to the extent that such persons meet the age requirements herein.
- 2.5** **Denial.** If more than fifteen (15) business days has lapsed since pre-registration and Participant has not received any approval in writing from Squadra, pre-registration was not approved. All denials are final and non-negotiable.
- 2.6** **Driver registration; Agreement to pay upon approval.** Within five (5) business days of receipt of pre-registration approval, if any, Participant agrees to complete the online driver registration form and submit the required payments on the Squadra website. Squadra reserves the right to revoke Participant’s approval should Participant’s driver registration and any required payments not be received within five (5) business days of Participant’s receipt of such approval email.
- 2.7** **Eligible Vehicles.** Participant understands and agrees that all Vehicles must be an Eligible Vehicle. Participant is not permitted to pre-register or register with an Eligible Vehicle, then attend the Event with a Vehicle that is not an Eligible Vehicle without the express written consent of Squadra. Participant further understands and agrees that, from time to time, Squadra, at its sole discretion, may permit a vehicle that is not an Eligible Vehicle and/or deny any Eligible Vehicle that Squadra deems unsuitable for the Event.
- 2.8** **Participation limit.** Registration of more than one Eligible Vehicle per Participant is not permitted.
- 2.9** **Age requirements.** Participant, including his or her passenger(s) must be at least eighteen (18) years of age at the time of the Event.
- 2.10** **Voluntary participation.** Participant agrees that he or she is voluntarily attending and participating in the Event.

- 2.11 Minor participation.** Squadra, at its option, may grant minor participation for passengers only that are younger than eighteen (18) years of age at the time of the Event pursuant to a separate minor liability waiver form, which requires a parent or legal guardian consent and signature.

SECTION 3: PARTICIPANT REQUIREMENTS

- 3.1 Participant identification.** Participant, including his or her passenger(s), must provide a current and valid driver's license, passport or other government issued identification card. Additionally, Participants who are drivers or co-drivers must provide Event Organizers a current and valid driver's license, with no restrictions that Participant cannot comply with, to drive in any jurisdiction(s) in which the Event is held. If Participant is driving with a license issued outside of any jurisdiction(s) in which the Event is held, Participant must hold an international driver's permit or other driver's licenses acceptable by such jurisdiction(s).
- 3.2 Participant credentials.** At all times during the Event, Participant agrees to wear any and all wristbands, badges and/or other forms of credentials provided to Participant by Event Organizers. Participant credentials will be used by Event Organizers to control access to the Event, including restricted routes, Event Activities and other areas.
- 3.3 Skill of Participant.** Participation in the Event as a driver or co-driver requires an increased amount of attention, focus, skill, coordination and/or dexterity. Participant agrees that he or she has the skills needed to participate in the Event. Further, Participant agrees to accurately and truthfully describe Participant's racing, rally and driving experience. Squadra may rely on such representations and may categorize or classify Participant into groups based on such representations.
- 3.4 Condition of Participant.** Participant represents and warrants that Participant is physically and mentally fit to participate in the Event. Participant is not suffering from any conditions, diseases, illnesses, disorders, lack of adequate rest, or under the influence of any substances, legal or illegal, that would affect Participant's ability to participate in the Event. Participant attests and certifies that, within thirty (30) days of participating in the Event, Participant and Participant's household member(s): (i) have not tested positive for COVID-19 or suffered from any Symptoms; (ii) have not been exposed to any person that has tested positive for COVID-19 or is exhibiting Symptoms; (iii) have not been exposed to anyone that has travelled to any location(s) subject to a CDC Level 2,3 or 4 Travel Health Notice, including any area known to be a "hotspot" for COVID-19; (iv) have not traveled outside the United States to any location(s) subject to a CDC Level 2, 3 or 4 Travel Health Notice, including any area known to be a "hotspot" for COVID-19; and (v) are not subject to any quarantine orders or restricted by the advice of Participant's and/or Participant's household member(s) physician. If Participant experiences any Symptoms during any Event, Participant agrees to immediately leave such Event to seek medical attention. Participant agrees to check the CDC Travel Notices Map as per the link below:

<https://www.cdc.gov/coronavirus/2019-ncov/travelers/map-and-travel-notices.html>

- 3.5 COVID-19; Communicable Diseases.** An inherent risk of exposure to Disease exists in any public place where people are present. Disease may also be spread by exposure to and/or contact with people, environment, objects or otherwise that have been exposed to and/or in contact with Disease. Disease may be present in any location and may be spread to those present at the Event, including at any Event Activities. As such, Participant should evaluate his or her risk in determining whether to attend the Event, including any Event Activities. Event Organizers cannot eliminate the risk that Participant may become exposed to or infected by Disease regardless of the nature and/or degree of care exercised by any Event Organizer. By participating in the Event, including any Event Activities, Participant understands that: (i) participation may cause Participant to be near and/or in contact with people, environments and/or objects with Disease; and (ii) Participant may become exposed to and/or infected with Disease, and could suffer resulting and/or related death, disability, illness, sickness, infection, disease, syndrome and/or other undesirable health condition, whether now known or unknown, from Disease. Participant voluntarily assumes these risks and accepts sole responsibility by participating in the Event, including any Event Activities.
- 3.6 Disclosure of Symptoms; Positive COVID-19 results; Contact tracing.** If Participant experiences any Symptoms or tests positive for COVID-19 during the Event or within fourteen (14) days following the Event, Participant agrees to notify Squadra Staff in writing within twenty-four (24) hours of developing Symptoms or COVID-19 positive test notification, as applicable. In either case, at the request of Squadra, Participant further agrees to provide any information that may assist Squadra Staff in any contact tracing efforts, if any. Notwithstanding the foregoing, Participant understands that the Americans with Disabilities Act, the Family and Medical Leave Act and other privacy laws prohibit Squadra Staff from disclosing Participant's medical or health information. In the interest of the health of any persons with whom Participant may have had contact during the

Event, including any Event Activities, however, Participant authorizes Squadra Staff to disclose to any person(s) whom Participant may have encountered during the Event, including any Event Activities, that Participant has Symptoms or tested positive for COVID-19, as applicable, or that Participant may have been exposed to COVID-19 by being in close contact with someone who is believed to be or is infected with COVID-19. Participant agrees that any medical or health information provided to Squadra Staff was done so voluntarily. In disclosing such information, Participant recognizes that circumstances may require identifying Participant as the exposed and/or infected individual in order to properly warn other persons so that such persons may take precautionary measures and help prevent further spread of COVID-19, and that there are times when it is not possible to inform others they may have been exposed to COVID-19 without them learning that it was through contact with Participant.

3.7 Personal protective equipment; Social distancing. During the Event, including any Event Activities, Participant will: (i) wear a face mask and other PPE as: (a) recommended by the CDC, state and local health officials; and (b) required by Applicable Law; (ii) practice social distancing in accordance with: (a) current CDC guidelines, which recommends at least six (6) feet distance from others whenever possible and state and local health officials; and (b) Applicable Law; and (iii) follow all other hygiene and infection control methods, including but not limited to, frequent hand washing with soap and hot water, use of hand sanitizers with sixty (60%) or greater alcohol content, avoid touching eyes, nose and mouth with hands, and covering mouth and nose with tissue or sleeve (not hands) when coughing or sneezing, as prescribed by applicable authorities including but not limited to the CDC, state and local health officials, or otherwise in effect at the time of the Event. Participant understands that Participant can never be shielded by any degree of protective measures or that the use of PPE such as, masks, gloves or other devices, whether provided by Squadra, Participant or otherwise, can guarantee that Participant will not be exposed to and/or infected with Disease. Event Organizers may, at its option or where required by Applicable Law, use a touch-less infrared thermometer to take Participant's temperature readings at irregular intervals during Event. Any Participant found to have a fever may be asked to leave Event and seek medical attention.

3.8 Medical conditions. Participant shall not participate in the Event if Participant has any medical conditions that could affect, impair or prohibit Participant from operating Vehicle or otherwise participate in the Event, including Event Activities.

3.9 Authorization of medical procedures. Participant authorizes medical personnel to take any action as is deemed necessary or desirable by such medical personnel for Participant's welfare if Participant becomes sick or disabled during the Event, including, without limitation, medical treatment and/or surgery, and Participant will be responsible for any and all costs and expenses so incurred in such treatment(s).

SECTION 4: TECHNICAL, MECHANICAL AND SAFETY REQUIREMENTS

4.1 Participant responsibility for Vehicle. Participant understands that Participant is the only person responsible for the condition and safety of Vehicle during the Event, including meeting all of the applicable requirements described herein. Participant recognizes and assumes all risk of damage, injury and death that may be caused by a failure of any component of Vehicle used during the Event. Participant represents and warrants that Vehicle used in the Event is in safe operating condition at the time of the Event. Participant knowingly and willingly accepts these hazards, risks, responsibilities and liabilities.

4.2 Seat belt requirements. Vehicle must have properly installed and functioning: (i) factory original (or better) seat belts for Participant, including his or her passenger(s); or (ii) factory original (or aftermarket) three (3) inch 5 or 6-point harness for Participant, including his or her passenger(s), as applicable. Such seat belts or harness, applicable must be in "new" condition and no older than five (5) years old as of the date of the Event.

4.3 Airbag requirements. Vehicle must have properly installed and functioning airbags for Participant, including for his or her passenger(s).

4.4 Tire, wheel & suspension requirements. Vehicle must have, at all times during the Event: (i) DOT approved tires with ratings as required by manufacturer; (ii) tires no older than five (5) years as of the date of the Event, which DOT information can be found on the tire sidewalls; (iii) have no less than fifty percent (50%) remaining tire tread wear at the lowest part of the tire and never be worn more than eighty-five (85%) during the Event; (iv) tires that have no visible cuts, defects or cords; (v) tires that are inflated to manufacturer specifications with metal valve stems; (vi) tires that have never been repaired; (vii) wheels that are not bent and have no cracks; (viii) wheel lug nuts that are tightened to manufacturer specifications; (ix) wheel bearings, tie rods, CV/U-joints and shocks with no excessive play, looseness, noise or other defects; and (x) steering that is properly aligned with proper fluid levels and no leaks. Below are tire classifications and corresponding speed ratings.

- 4.5 Brakes, rotors and pad requirements.** Vehicle must have, at all times during the Event: (i) brakes, including rotors and pads with less than fifty percent (50%) wear for each component, not in aggregate, at the start of the Event and never be worn more than eighty-five (85%) during the Event; and (ii) calipers and lines with no chips, cracks or leaks.
- 4.6 Mechanical requirements.** Vehicle must have: (i) all fluids at correct levels, including oil, transmission, steering, brake, coolant and windshield wiper fluids; (ii) fluid caps must be tight and secure; (iii) no fluid leaks, including oil, transmission, steering, brake, coolant and windshield wiper fluids; (iii) no cracks or wear on any belts or hoses; and (iv) fully functional and operational brake lights, head lights and turn signals.
- 4.7 Insurance requirements.** Participant represents that during the Event, Participant will maintain third-party liability insurance, medical insurance, life insurance and full coverage auto insurance with coverage to third persons in an amount no less than \$250,000 per person and \$500,000 per accident. If the Participant intends to allow his or her co-driver and/or passenger(s) to drive, Participant represents that Participant's insurance covers such co-driver and/or passenger, as applicable. Full coverage auto insurance shall include but is not limited to, full liability (bodily injury and property damage), comprehensive and collision coverage that fully covers Participant, Participant's co-driver and passenger(s), if any, and Vehicle being used in the Event. Participant further understands that the individual value of each other vehicles in the Event could exceed \$500,000. Notwithstanding the foregoing, Participant agrees that Participant's insurance policies and/or net worth, in aggregate, are sufficient to cover the sum of the total replacement value of Vehicle plus the total replacement value of any other vehicle(s) involved in any accident plus any property damage plus all costs relating to bodily injury (including death) of Participant, including his or her passenger(s), as applicable, all of the foregoing occurring during the Event in which Participant is at fault. Participant agrees to provide proof of insurance, including its declarations pages illustrating the policy limits, upon request by Event Organizers.
- 4.8 Registration requirements.** Vehicle must be currently and legally registered for operation in each jurisdiction in which the Event is held. The laws for operating a foreign registered vehicle in the U.S. may vary from jurisdiction-to-jurisdiction. Participant is solely responsible for ensuring that Vehicle can be legally operated in each such jurisdiction(s).
- 4.9 Decal requirements.** Participant agrees to properly attach Squadra Decals to Vehicle prior to the commencement of the Event. Participant agrees to install Squadra Decals in locations on Vehicle specified by Event Organizers and make all Squadra Decals fully visible and in good condition until the Event has ended. Regardless of whether Squadra Decals are installed by Event Organizers, Participant and/or other third parties, Event Organizers are not responsible for any Vehicle claims or damages related to the application or removal of any Squadra Decals. Participant understands that any other logos used in the Event representing personal or other sponsorships or brands not involved the Event are not permitted without the express written consent of Squadra. Participant also agrees that Participant is not permitted to use Squadra Decals to promote (or be associated with) any non-Squadra event without the express written consent of Squadra. Participant agrees to indemnify and hold harmless Event Organizers from against any and all claims, lawsuits or causes of action of any kind arising from and brought by any third party as a result of Participant's use of any Squadra Decals.

SECTION 5: RULES, REGULATIONS & RISKS

- 5.1 General Event Rules.** Participant agrees to follow the directions of Event Organizers, including but not limited to: (i) not engaging in any reckless or dangerous driving; (ii) not cutting off or tailgating other vehicles, including other participants or members of the public; (iii) not driving on shoulders; and (iv) pass and be passed in accordance with the procedures outlined herein. Participant understands that participation in the Event is subject to the rules described herein and any instructions that Participant may receive from Event Organizers. Participant acknowledges that permission to participate in the Event shall be revocable, without refund of any Event Fees, at any time and for any reason, either before or during the Event
- 5.2 General Event risks.** Participant understands that there are risks associated with the Event that may result in physical injuries or death of Participant, including his or her co-driver, passenger(s) and/or crew member(s), which risks shall include but are not limited to: (i) operating Vehicle on an Event Road; and (ii) participating in Event Activities. Participant understands and agrees that Event Roads and Event Activities may contain Hazards that pose significant: (i) risk to Participant, his or her co-driver and/or passenger(s), including injury or death; and (ii) damage to Vehicle or personal property, Participant's or otherwise. Participant understands that Participant is responsible and accepts the liability for Participant's health and safety and the health and safety of Participant's co-driver, passenger(s) and crew member(s) participating or associated with the Event. Participant understands

there is a possibility that Participant, including his or her co-driver, passenger(s), and/or crew member(s), may be injured or killed at the Event. Participant knowingly and willingly accepts the foregoing hazards, risks, responsibilities and liabilities.

5.3 Applicable Law. Participant agrees to comply with Applicable Law, including but not limited to all laws, rules or regulations relating to vehicle safety, vehicle operation, vehicle registration, vehicle insurance, personal licensure and possession or use of alcohol and/or other substances, legal or illegal, in all such jurisdictions.

5.4 Violations of Applicable Law. Participant agrees that Event Organizers shall not be liable or responsible for Participant's or Participant's co-driver, passenger(s) and/or crew member(s), as applicable, violation(s) of Applicable Law or the consequences of Participant's or Participant's co-driver, passenger(s) and/or crew member(s), as applicable, actions, acts, errors, mistakes or omissions, neglect or misconduct while participating in the Event, including but not limited to being cited, charged, arrested, prosecuted by law enforcement or any other governmental body for prohibited, improper or illegal conduct while operating any Vehicle, Participant's or otherwise, during the Event or any other activity in any location a Participant or Participant's co-driver, passenger(s) and/or crew member(s), as applicable, are present during the Event.

5.5 Not a race or competitive event. Participant agrees: (i) the Event is not intended to be a race, speed contest, time trial, Gymkhana, , test and tune, driving exhibition, competitive or on-track event of any kind; (ii) Participant will not compete with any other participants in any manner; and (ii) to drive safely and with proper courtesy to all other participants and members of the public.

5.6 Group Classifications. Group classification, if any, will be determined by Squadra Staff. Squadra Staff has full and final discretion with respect such determinations. Should Participant be placed into a group not indicative of Participant's driving skill or preference, Participant agrees to notify Squadra Staff and Squadra Staff may, at its option, re-classify or re-group Participant accordingly. Whether classified or grouped by Squadra Staff or Participant's request, Participant knowingly and willingly accepts any hazards, risks, responsibilities and liabilities associated with such classifications or groups. Participant is not permitted to drive with any group classification that Participant knowingly is not able to meet.

5.7 Passing Rules. Event Roads may contain significant Hazards in center lanes and shoulders such as rocks and other debris. For the safety of all participants and to minimize the risks associated with such Hazards, Participant agrees to the following: (i) not passing in no passing lanes; (ii) not hovering in middle lane when passing; (iii) not passing the designated group leader, if any, unless authorized by such group leader; (iv) the overtaking vehicle shall maintain, on a best efforts basis, at least three (3) second spacing from the vehicle being passed before completing any such pass; (v) no passing on turns, corners or bends is permitted, pass only on straights; (vi) the vehicle being passed shall maintain, on a best efforts basis, at least three (3) second spacing from the overtaking vehicle, which may require the vehicle being passed to slow down significantly; (vii) passing another vehicle shall be the primary responsibility of the overtaking vehicle; (viii) the vehicle being overtaken shall have the responsibility to allow the overtaking vehicle room to make the pass and shall not weave or block the overtaking vehicle in order to obstruct a pass by such overtaking vehicle; and (ix) the overtaking vehicle shall flash use a left turn signal and high beam lights to initiate pass and use a right turn signal to complete any overtaking pass. Should Participant violate any of these provisions, Participant may be removed from the Event without refund of any Event Fees. Participant knowingly and willingly accepts the foregoing hazards, risks, responsibilities and liabilities. Below is a list of the three (3) second distance requirements based on a specified vehicle speed:

Vehicle Speed (mph)	Travel per second (feet)	Spacing in feet	Spacing in yards	Spacing in meters	Spacing in vehicles
60	88	264	88	81	15
100	147	440	147	135	25
120	176	528	176	161	30
150	220	660	220	202	37
175	257	770	257	235	43
200	293	880	294	269	49

5.8 Pedestrians; Cyclists. Participant agrees to slow-down, safely pass and provide right-of-way to any pedestrian, runner and/or cyclist encountered on Event Roads. If Participant is found in violation of these rules, including any reports from members of the public of the same, Participant, including his or her passenger(s), as applicable, may be subject to immediate dismissal from the Event without refund of Event Fees.

- 5.9 Reservations policy.** Participant agrees not to make any reservations at any Designated Establishment either under Squadra, its group codes, if any, Participant or Participant's passenger(s) name(s), including any reservations for the direct or indirect benefit of Participant or Participant's passenger(s), until Participant receives pre-registration approval, in writing from Squadra, to participate in the applicable Squadra Event. Designated Establishments are reserved for participants that have been approved by Squadra and/or members of the public not participating in the Squadra Event. As such, Participant understands and agrees that Squadra may instruct any Designated Establishment(s) to cancel any reservations made by or on behalf of Participant or Participant's passenger(s) prior to such approval. Participant knowingly and willingly accepts the foregoing risks, responsibilities and liabilities, including but not limited to, being responsible for any cancellation penalties issued by any Designated Establishment(s) for making any reservations prior to such approval. Participants that have been approved in writing to participate in a Squadra Event are encouraged to make reservations at the Designated Establishments as soon as possible if such reservations are the responsibility of Participant. Notwithstanding the foregoing, Squadra is not responsible for the unavailability of any reservations at any Designated Establishments.
- 5.10 Event meetings.** Participant understands that it is Participant's responsibility to learn of each meeting and attend each such meeting. Failure to attend any meeting(s) may result in Participant's removal from the Event without refund of any Event Fees.
- 5.11 Responsibility to report misconduct.** Participant understands and agrees that Participant is obligated to report any improper or illegal conduct of Event Organizers and other participants, including violations of any the rules described herein, that Participant observes or has knowledge of as soon as practicable to Squadra Staff. The identity of the participant reporting any improper or illegal conduct on the part of Event Organizers and/or other participants, as applicable, will be kept confidential at the request of the reporting participant.
- 5.12 Responsibility for own conduct.** Participant agrees that Participant is solely responsible for Participant's own behavior, conduct and activities during the Event, and that Participant's observation or knowledge of any prohibited conduct or mention of any prohibited conduct, including violations of the law, by any Event Organizer or any other participant during any the Event in any way is neither an express or implicit authorization that such conduct is authorized by Squadra.
- 5.13 Alcohol & substance abuse.** Participant agrees that Participant, including his or her co-driver, passenger(s) and/or crew member(s), as applicable, will be not under the influence of any alcohol or any substances, legal or illegal, while operating any Vehicle, Participant's or otherwise, during the Event. Participant agrees that Participant will not consume alcohol or any substances, legal or illegal, causing intoxication or impairment while driving nor will Participant drive under the influence of alcohol or any substance, legal or illegal, causing intoxication or impairment at any time during the Event. Participant understands that any intoxication or impairment resulting from the use of alcohol or any substances, legal or illegal, by Participant, including his or her co-driver, passenger(s) and/or crew member(s), as applicable, while operating any Vehicle, Participant's or otherwise, during the Event is strictly prohibited and will subject Participant, including his or her co-driver, passenger(s) and/or crew member(s), as applicable, to immediate dismissal from the Event without refund of Event Fees.

SECTION 6: EVENT SERVICES

- 6.1 Audio, photography & videography.** Participant grants full permission to Event Organizers to use and publish, any print or digital photographs, videotapes and audio recordings of Participant, Vehicle or Participant's likeness in any Event, with or without use of Participant's name for any lawful purposes. Participant understands that Participant is not permitted to reproduce or use such photographs, videotapes and audio recordings of Participant, Vehicle or Participant's likeness in any Event on any printed, digital or audio media without first obtaining the prior written consent of Squadra. Further, Participant understands that Participant is only permitted to take photographs, videotapes and/or audio recordings of Participant, Vehicle or Participant's likeness or other participants in any Event for non-commercial purposes which shall be for personal and private use only. If Participant produces any such photographs, videotapes and/or audio recordings for personal and private use, Participant further agrees to: (i) assign, by way of present assignment of future copyright, all of Participant's rights, title and interest in any universal copyrights and all intellectual property rights in such photographs, videotapes and audio recordings in perpetuity together with exclusive universal rights of exploitation thereof to Squadra; and (ii) deliver to Squadra within thirty (30) days of the end of each Event, at no cost to Squadra, a copy of all such photographs, videotapes and audio recordings produced by Participant. Participant expressly releases Event Organizers from and against any and all claims which Participant has or may have for invasion of privacy,

defamation or any other cause of action arising out of the production, distribution, broadcast or exhibition of any photographs, videotapes, audio recordings and/or any other media of Participant, Vehicle or Participant's likeness.

- 6.2 Navigation software & files.** Squadra may, from time to time, recommend or require the use of Navigation Software during the Event. Navigation Software may be used to navigate routes, and/or identify, visually and/or audibly, pre-determined caution areas along any given route. Squadra may provide Navigation Files for use with such Navigation Software. In using such Navigation Software or Navigation Files, Participant agrees and understands that: (i) all Navigation Files are proprietary, confidential and copyrighted files to which Squadra holds sole and exclusive universal rights; (ii) any distribution, disclosure or reproduction of Navigation Files by any means without the express written consent of Squadra is strictly prohibited; (iii) all Navigation Files may not be used for any purpose other than the Event without the express prior written consent of Squadra; (iv) payment of Event Fees do not confer any ownership rights, directly or indirectly, to any Navigation Files; (v) Navigation Files do not contain all possible caution areas on any given route and should not be solely relied upon as such; (vi) Squadra is not responsible for any and all claims, damages, injuries (including death) sustained by Participant, Vehicle or to Participant's co-driver or passenger(s) as a result of Participant's use of such Navigation Software or Navigation Files; (vii) Event Organizers are not responsible for the functionality or operation of any Navigation Software; and (viii) Participant agrees that Participant's use of any Navigation Software or Navigation Files are at Participant's risk.
- 6.3 Group chats.** Squadra may, from time to time, recommend or require the use of Messaging Applications during the Event. When using such Messaging Applications, Participant agrees not to post any Inappropriate Comments. Participant understands and agrees that Participant's alias, name and/or telephone number will be visible to other participants when using such Messaging Applications. Participant is prohibited from adding persons to such Messaging Applications who are not other participants or Event Organizers. Participants are encouraged to turn-off saving of media in Participant's phones. Failing to turn off media saving in Participant's phone may result in all pictures, videos, posts get automatically saved into Participant's phone. Squadra may remove or ban Participant, without refund of Event Fees, for violating any of the foregoing rules.
- 6.4 Personal radio services.** Squadra may, from time to time, recommend or require the use of Personal Radio Devices to communicate with other participants during the Event in areas where there is limited or no cellular or internet service. When using such Personal Radio Devices, Participant agrees not to post any Inappropriate Comments. Participant further understands that any communication by Participant on certain frequencies of such Personal Radio Devices, whether such frequencies were provided or programmed by Event Organizers, Participant, other participants or third-parties, may require a license to operate. As such, Participant agrees: (i) to obtain the required licenses prior to communicating on any frequencies requiring a license, including but not limited to, any FRS, GMRS and/or amateur ham radio licenses, as applicable; and (ii) hold harmless Event Organizers from any and all claims, damages or liabilities sustained by Participant related to the use of such frequencies on such Personal Radio Devices, including but not limited to any fines or penalties issued by the U.S. Federal communications commission or similar regulatory body in any other jurisdiction(s) in which the Event is held.
- 6.5 Satellite phones.** Squadra may, from time to time, use Satellite Devices for the purposes of emergency communication in very rural, remote and/or infrequently travelled roads or areas. Such Satellite Devices may be provided to designated route officials, route support, technical support, emergency transport, security, Event Organizers and/or other persons providing critical support during the Event. Participant understands and agrees that due to the technical nature of satellite data setups and the inherent unreliability of data transmission through satellite-based operating systems, Event Organizers make no representation as to the success or availability of data calls, texts or other communications, during an emergency or otherwise, through any such Satellite Devices. Such Satellite Devices and their respective satellite service provider(s) may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. Participant agrees to hold harmless Event Organizers from any and all claims, damages, injuries (including death) sustained by Participant, Vehicle or to Participant's co-driver, passenger(s) and/or crew member(s) as a result of any Event Organizer's use, including but not limited to the interruption, delay or failure thereof, of any Satellite Devices and/or their respective satellite service provider(s) during the Event.
- 6.6 Drones.** Squadra may, from time to time, retain the services of drone operators to fly and operate drones during the Event. As such, Participant agrees to hold harmless Event Organizers from any and all claims, damages, injuries (including death) sustained by Participant, Vehicle or to Participant's co-driver and/or passenger(s) as a result of any actions, acts, errors, mistakes or omissions, neglect or misconduct on the part of such drone operators. Additionally, Participant agrees to not operate any personal drones during the Event without the express written permission of Squadra.

- 6.7 Auto detailing.** Squadra may, from time to time, retain the services of Auto Detailers. As such, Participant agrees to hold harmless Event Organizers harmless from any and all claims and damages sustained by Participant or Vehicle as a result of any actions, acts, errors, mistakes or omissions, neglect or misconduct on the part of such Auto Detailers. Participant further understands and agrees that that use of such Auto Detailers are at Participants risk.
- 6.8 Event security.** Squadra may, from time to time, retain the services of Security Service Providers. As such, Participant agrees to hold harmless Event Organizers from any and all claims, damages, injuries (including death) sustained by Participant, Vehicle or to Participant's co-driver and/or passenger(s) as a result of any actions, acts, errors, mistakes or omissions, neglect or misconduct on the part of such Security Service Providers.
- 6.9 Event transport.** Squadra may, from time to time, retain the services of an Event Transport Carrier to transport Participant's Vehicle to the Event. Regardless of whether transport is arranged by Participant, Participant's agents or any Event Organizers, Participant understands that any damage incurred to Vehicle during transport falls directly under the responsibility of the Event Transport Carrier and not Event Organizers. As such, Participant agrees to pursue all liability and damage claims related to transport with such Event Transport Carriers. In the event that damage is done by an Event Transport Carrier arranged by an Event Organizer, Event Organizers will provide Participant with a full insurance packet to file a claim with the Event Transport Carrier. In the event that transport is arranged by an Event Organizer, Participant understands that there can be no guarantee of pickup or delivery date. While every effort will be made by the Event Transport Carrier to deliver Vehicle prior to the Event, Participant understands that delays may occur due to Event Transport Carrier schedules, mechanical failure, inclement weather, acts of god, among other unforeseen circumstances. Participant agrees and understands that Event Organizers are not responsible for any charges or liabilities incurred by Participant due to delay of pickup or delivery for any or no reason. This includes but is not limited to Event Fees or any other fees that Participant may incur that are directly or indirectly related to the Event. Further, Participant understands and agrees that that use of such Event Transport Carriers are at Participants risk.
- 6.10 Emergency transport.** Squadra may, from time to time, retain the services of an Emergency Transport Carrier, as a convenience and service, to Participant in the event of a Mechanical Incident. In such event, Participant understands and agrees that Participant shall be responsible for incurring the costs related to Participant's use of the Emergency Transport Carrier as agreed between Participant and the Emergency Transport Carrier. Participant further understands that the Emergency Transport Carrier is only available on a first come, first serve basis and may not be available to Participant should another participant's vehicle experience a Mechanical Incident prior to Participant. While every effort will be made by the Emergency Transport Carrier to deliver Vehicle to the destination agreed by and between the Emergency Transport Carrier and Participant, Participant understands that delays may occur due to the Emergency Transport Carrier's own mechanical failure, inclement weather, acts of god, among other unforeseen circumstances. Participant agrees and understands that Event Organizers are not responsible for any charges or liabilities incurred by Participant due to delay of emergency transport pickup or delivery for any or no reason. Participant agrees to hold harmless Event Organizers harmless from any and all claims and damages sustained by Participant or Vehicle as a result of any actions, acts, errors, mistakes or omissions, neglect or misconduct on the part of such Emergency Transport Carriers. Further, Participant understands and agrees that that use of such Emergency Transport Carriers are at Participants risk. As such, Participant agrees to pursue all liability and damage claims related to the foregoing with such Emergency Transport Carriers.
- 6.11 Law enforcement escort.** Squadra may, from time to time, retain the services of law enforcement to provide route escort services during the Event. Participant agrees to follow any all instructions issued by law enforcement and understands that the use of law enforcement for route escort services does not permit Participant to violate Applicable Law during the Event. Participant further understands that law enforcement may issue speed tickets and/or other citations for violations of Applicable Law during the provision of any route escort services. Participant knowingly and willingly accepts the foregoing hazards, risks, responsibilities and liabilities.
- 6.12 Class or level of events, services & accommodations.** All classes or levels of Events including any related services and accommodations, if any, are subject to change. While Squadra will make commercially reasonable attempts to maintain the designated and/or marketed class or level of each Event including any related services and accommodations, if any, Event Organizers cannot promise or guarantee any specific class or level of each Event including any related services or accommodations, if any. Change in class or level include but are not limited to, changes in Eligible Vehicles; routes, destinations, hotel venues, hotel accommodations (e.g. single or double occupancy, king or queen, etc.), restaurants, meals, extracurricular activities, entertainment or any other services that may be offered during any Event.

SECTION 7: EVENT PROHIBITIONS

- 7.1 No use of Trademarks or logos.** Except as expressly provided herein, Participant shall not use any Trademarks or logos of Squadra. Without limiting the generality of the foregoing, Participant may not use any Trademarks or logos of Squadra to promote any non-Squadra event without the express prior written consent of Squadra. Participant understands and agrees that Participant is liable to Squadra for any damages sustained by Squadra for Participant's unauthorized use of any Trademarks or logos of Squadra, including but not limited to attorney's fees.
- 7.2 No commercial use of participation.** Participants may not make any commercial use of Participant's participation in the Event without the express written consent of Squadra.
- 7.3 No commercial use of intellectual property.** Other than as permitted herein, Participants may not use any intellectual property of Squadra, which includes but is not limited to, Trademarks, Squadra logos, Squadra Decals, Navigation Files or any print or digital photographs, videotapes, audio recordings, films or other media created by Squadra at any time in any manner whatsoever without the express written consent of Squadra.
- 7.4 No media participation.** Participants agree that Participant will not participate in or facilitate any communication with any media outlet whatsoever regarding the Event without the express written consent of Squadra.
- 7.5 No sponsorships.** Participant agrees not to allow sponsorship of Participant or Vehicle by any third parties during the Event, including but not limited to, any logo placements on Participant's Vehicle, clothing or other gear or equipment without the express written consent of Squadra.
- 7.6 No replication.** Participant agrees not to, directly or indirectly, organize, invest in or fund any event that attempts to replicate, in part or whole, any Events, including any of its unique features, activities or components. Participant understands and agrees that Participant is liable to Squadra for any damages sustained by Squadra for Participant's unauthorized replication of any Event, including but not limited to attorney's fees.
- 7.7 No liability for lack of insurance.** Participant understands that Event Organizers do not assume any responsibility for the actions of, nor provides any insurance for, Participant, Participant's co-driver, passenger(s) or crew member(s) or other participants in any Event, including but not limited to, auto, medical, health, liability or disability insurance in the event of injury, illness, death or damage to Participants or Participant's co-driver, passenger(s), crew member(s) or property, including Vehicle.
- 7.8 No disclosure of patient identity.** Certain Events may involve Healthcare Facilities. Such Healthcare Facilities are subject to patient privacy laws, including Health Insurance Portability and Accountability Act, which requires that such Healthcare Facilities keep patient identity confidential at all times, including any identifiable patient information such as patient name, address, phone number, photographs and videos. As such, Participant is not permitted to take any photographs, videos or audio of any patients of such Healthcare Facilities without the permission of such Healthcare Facility and Squadra Staff nor is Participant permitted to obtain any identifying information from or of such patients without the permission of such Healthcare Facility and Squadra Staff. Should any Healthcare Facility grant Participant permission to any of the foregoing activities, Participant has an obligation to inform Squadra Staff prior to conducting any of the foregoing activities. Squadra Staff may remove Participant from any Event, without refund of any Event Fees, for violation of any the foregoing provisions, including failure to notify Squadra Staff of any approval by a Healthcare Facility.

SECTION 8: INDEMNITIES, RELEASES & WAIVERS

- 8.1 Responsibility for passengers; Duty to defend.** Participants are responsible for ensuring that Participant's passenger(s) execute and submit this Agreement to Squadra on or prior to commencement of the Event. If Participant's passenger(s) do not execute and submit this Agreement to Squadra on or prior to commencement of the Event and Participant's passenger(s) makes any claim against Event Organizers, including but not limited to claims for personal injury, death, property damage, economic loss, breach of contract, lost wages, contribution indemnity, indemnity, punitive damages, negligence, or any other legally recognizable claim, Participant shall have a duty, at Participant's expense, to defend or settle any claim(s) made by Participant's passenger(s). In such event, Participant agrees to pay all costs, damages, and expenses (including legal fees) awarded by a court or agreed to in settlement, arising from Participant's passenger(s) claims against Event Organizers.

- 8.2 Release of liability.** In consideration for being permitted to participate in any Event, including any Event Activities, Participant hereby waives, releases, and forever discharges, for Participant and Participant's heirs, executors, administrators and legal representatives, any and all rights and/or claims which Participant has, may have, or may hereafter accrue to Participant against Event Organizers for any and all damages, injuries (including death), and/or claims which may be sustained by Participant, Participant's passenger(s) or Vehicle directly or indirectly arising out of Participant's participation in any Event (including any Event Activities and the application of emergency or medical services at any Event) even if the damages, injuries (including death), and/or claims are caused by the negligence, active or passive, of Event Organizers or otherwise nothing in these terms and conditions shall be construed as excluding or limiting Event Organizer's liability for personal injury or death arising from its gross negligence or the gross negligence of persons under Event Organizer's control. Further, Participant covenants not to sue Event Organizers for any and all damages, injuries (including death), and/or claims which may be sustained by Participant or Participant's passenger(s) directly or indirectly arising out of Participant's participation in any Event, including any Event Activities. This release and discharge includes, but is not limited to, claims for personal injury, death, property damage, economic loss, breach of contract, lost wages, contribution indemnity, indemnity, punitive damages, negligence, or any other legally recognizable claim (including all legal costs associated with such claims) arising out of Participant's or Participant's passenger(s) participation in any Event, including any Event Activities.
- 8.3 Indemnity.** Participant agrees to release, defend, indemnify, and hold harmless Event Organizers from and against any and all claims, demands, damages, suits, liabilities or actions arising directly or indirectly out of Participant's actions, acts, errors, mistakes or omissions, fraud, misrepresentation, negligence or misconduct or the actions, acts, errors, mistakes or omissions, neglect or misconduct of Participant's passenger(s) or otherwise from Participant's or Participant's passenger(s) participation in any Event, including any Event Activities, whether made or claimed during or after any Event, including all associated costs and expenses and any amounts which an Event Organizer(s) may pay as a settlement or compromise of any such claims or liabilities.
- 8.4 Communicable disease waiver; Release.** Participant understands that being exposed to and/or infected with Disease may result from the actions, omissions, or negligence, active or passive, of Participant and others, including, but not limited to, Event Organizers and other participants. Participant agrees to release, defend, indemnify and hold harmless Event Organizers and other participants from and against any and all claims, demands, damages, suits, liabilities or actions arising out of Participant's exposure to Disease, including any resulting illness, injury, disability and/or death of Participant, whether caused by the negligence, active or passive, of any Event Organizer, other participant or otherwise. Participant understands and agrees that this waiver and release includes claims based on the actions, omissions, or negligence, active or passive, of any Event Organizers or other participants whether Disease exposure occurs before, during, or after Participant's participation in any Event, including any Event Activities. Participant hereby consents not to sue any Event Organizers or other participants and agrees to indemnify, defend and hold harmless Event Organizers and other participants from any loss, liability, damage, or cost (including their attorneys' fees and costs) that they may incur arising out of or related in any manner to Participant's exposure to Disease as a result of Participant's participation in any Event, including any Event Activities.
- 8.5 Force majeure.** Participant understands that Event Organizers are not responsible for any claims or damages, including refunds of Event Fees or donations, if Event Organizers cannot hold any Event due to acts of god (fires, explosions, earthquakes, hurricanes, floods, lightning, droughts, pandemic diseases, tidal waves, floods, asteroid impacts, electromagnetic pulse events and solar flares), war, nuclear activities, usurped power, hostilities, revolutions, rebellions, insurrections, riots, strikes, lockouts, terrorist activities, invasion, act of foreign enemies, mobilisation, requisition, embargo or any event that is beyond the reasonable control of Event Organizers, and in other cases generally accepted as force majeure under the statutes and case law of the State of Texas.

SECTION 9: EVENT TERMS, TRANSFERABILITY & CANCELATION

- 9.1 Cancellation by Participant.** Participants may cancel their participation in any Event for any reason or no reason. Should Participant cancel any Event prior to the cut-off date, if any, Participant understands and agrees that only fifty percent (50%) of the Event Fees are refundable. Should Participant cancel any Event after the cut-off date, if any, Participant understands that all Event Fees are final and non-refundable. No exceptions will be made to the foregoing cancellation policy including by reason of Participant's no-show, death, illness, arrest, Vehicle breakdown or any other reason. Any Events that do not have or indicate a cut-off date are therefore immediately and fully non-refundable upon payment of the Event Fees. Notwithstanding the foregoing, should the non-refundable portion of any Event Fee be comprised of a donation, a tax receipt for the donation portion of the Event Fee will be provided

to Participant for tax deductibility purposes. An example of cancellation by Participant, with an estimated donation, is listed below:

Event Fee	\$ 5,000
Less: penalty (50%)	\$ (2,500)
Total refund upon cancellation by Participant prior to cut-off-date (if any)	\$ 2,500
Event Fee	\$ 5,000
Less: penalty (100%)	\$ (5,000)
Total refund upon cancellation by Participant after cut-off-date	\$ -
Donation (~35%)	\$ 1,750
Estimated tax deductible portion of Event Fee	\$ 1,750

9.2 Cancellation by Squadra. Squadra may cancel any Event for any reason, including but not limited to, lack of attendance, Participant safety, event costs or other reasons at the discretion of Squadra. Should Squadra cancel any Event, Participant understands that, Participant may receive, subject to the adjustments herein, the Event Fee less: (i) any applicable credit card processing, wire or similar fees incurred by Squadra; (ii) any donations allocated, earmarked and/or contributed to the cause, if any, which shall include a tax receipt to Participant for tax deductibility purposes; and (iii) Participant's pro rata portion of any Non-Refundable Event Expenses, if any. Participant's pro rata portion of any Non-Refundable Event Expenses shall be calculated by dividing, as of the date of cancellation by Squadra or other date reasonably determined by Squadra, the numerator of total Non-Refundable Event Expenses by the denominator of total paid participants. Upon cancellation by Squadra, Participant understands that there is a risk that Participant's pro rata portion of the Non-Refundable Event Expenses may substantially and materially reduce or entirely eliminate Participant's refund. An example of cancellation by Squadra, with estimated credit card processing fees and estimated donation, is listed below:

Event Fee	\$ 5,000
Less: credit card processing fees (~3%)	\$ (150)
Less: donation (~35%)	\$ (1,750)
Less: pro rata portion of Non-Refundable Event Expenses	\$ (300)
Total refund upon cancellation by Squadra	\$ 2,800
Non-refundable event expenses	\$ 15,000
Total number of paid participants	50
Prorata portion of Non-Refundable Event Expenses	\$ 300
Estimated tax deductible portion of Event Fee	\$ 1,750

9.3 Rain or shine. All Events are held either rain or shine. Participant understands that if Participant is not able to complete any part of one or more routes and/or reach one or more route destinations for any reason, Participant is not entitled to any refund of the Event Fees.

9.4 Non-transferability of event tickets. Participant understands that participation in Events are non-transferrable and any tickets associated with any Events may not be sold to another participant without the express written consent of Squadra.

SECTION 10: NON-PROFIT MATTERS

10.1 Tax-exempt status. Squadra operates as a public charity under IRS Rule 501(c)(3), which status may be verified by visiting the IRS website and searching the Tax-Exempt Organizations portal. In general, all donations made to Squadra, including the donation portion of any Event Fee, if any, are fully tax deductible up to a certain percentage of Participant's adjusted gross income without regard to net operating loss carrybacks. Participant understands that the foregoing is a general guideline provided by the IRS and may not apply to Participant. As such, Participant should seek legal and/or tax advice as to the actual deductibility of Participant's donations to Squadra. Squadra is required by law to issue a receipt, for tax deductibility purposes, for all charitable contributions or donations of

\$250 or more, as amended by the IRS. Such receipt must contain: (i) name of charitable organization; (ii) amount of cash contribution; and (iii) statement that no goods or services were provided by the charitable organization in exchange for the donation. Additionally, as a 501(c)(3) public non-profit corporation, Squadra is required to make certain documents readily available to the public upon request, including IRS Form 1023 and when filed, IRS Form 990. The Federal Tax ID or EIN for Squadra is 84-3110477.

10.2 No goods or services provided. Participant understands and agrees that no goods and services have been provided to Participant in exchange for any donation. Any goods and services provided to Participant are only provided in exchange for payment of the non-donation portion of any Event Fee.

10.3 Donations. Participant understands that Event Fees may or may not include a donation depending on whether the fair market value of any goods and services provided are less than or greater than the Event Fee. Included in the fair market value of any goods and services are the costs for Squadra to organize and host the Event. Participant will receive a deductible charitable contribution on the portion of the Event Fee that exceeds the fair market value of the goods and services provided. If the Event Fee is less than the fair market value of goods and services in the Event, none of the Event Fee is permitted to be deductible charitable contribution under Applicable Law. The exact amount of any deductible charitable contribution, if any, including the fair market value of any goods and services, may not be determinable until the Event has concluded. Squadra will use commercially reasonable efforts to determine the fair market value of any goods and services provided, including the deductible charitable contribution amount, if any, within ninety (90) days following the end of each Event, provided, however, no guarantee can be made by Squadra that a determination will be made within such time frame. Notwithstanding the foregoing, Squadra will provide Participant with a tax receipt for all donations of \$250 or greater for tax deductibility purposes. All donations, if any, may be allocated, earmarked and/or contributed as described herein at any time, including immediately upon receipt of payment of the Event Fee or anytime prior to or after the Event for which such donations were made. Participant further agrees that all donations, whether included in the Event Fees or made separately, are voluntary, irrevocable and non-refundable gifts. Participant understands the risk that that the Event Fee may not exceed the fair market value of the goods and services provided, resulting in no deductible charitable contribution. An example of the deductible charitable contribution amount is below:

Event Fee	\$	5,000
Fair Market Value of Goods & Services (e.g. cost, expenses of Event)	\$	3,250
Deductible Charitable Contribution (e.g. donation)	\$	1,750

Event Fee	\$	5,000
Fair Market Value of Goods & Services (e.g. cost, expenses of Event)	\$	5,500
Deductible Charitable Contribution (e.g. donation)	\$	-

10.4 Use of funds; No donor advised funds; Cause. Event Fees may include but are not limited to: (i) actual costs or fair market value of the goods and services provided that are directly related to the Event; and/or (ii) donations. Unless otherwise specified in writing by Squadra: (i) at least eighty percent (80%) of any donations, whether included in the Event Fees or made separately, shall be used, distributed or invested in the designated cause(s) for each Event; and (ii) no more than twenty percent (20%) of any donations, whether included in the Event Fees or made separately, may be used for general operational costs of Squadra. Notwithstanding the foregoing, Squadra, at its sole and absolute discretion, shall have the right to determine the use, distribution and investment of any and all donations. Furthermore, the designated cause(s) for each Event are subject to change at the sole and absolute discretion of Squadra. Participants are not permitted to advise on the use or distribution of funds or donations, types of investments or operational costs, distributions from the types of investments or advise or determine any particular cause for which such donations are used, distributed and/or invested.

10.5 Public support requirement; 33.3% test. In order for Squadra to maintain its public charity status as a 501(c)(3) public non-profit corporation, including but not limited to, holding Events or other events that are tax-deductible to Participant, Squadra is required by Applicable Law to receive at least thirty-three percent (33%) of its public support from the general public averaged over a five (5) year period. Public support may come in the form of any direct donations, contributions, gifts, grants, bequests, legacies and/or pledges, including but not limited to the Event Fees and the donation portion of any such Event Fees, if any. To ensure that Squadra meets its public support requirement, Squadra intends to add to Event Fees, a voluntary donation equaling no less than thirty-five percent (35%) of the fair market value of the goods and services provided. Participant understands that should Squadra not meet its public support requirement, there is a risk that any contribution or donation made by Participant, past or present, direct or otherwise, may be non-deductible retroactively. Below is a calculation of the

public support requirement, which requires the numerator divided by the denominator equaling thirty-three percent (33%) or greater.

$$\text{Public Support} = \frac{\text{Total Event Fees \& Donations} - 2\% \text{ or Greater Donations from a single Donor}}{\text{Total Income (Event Fees + Donations)}}$$

$$\text{Event Fees} = \text{Fair Market Value of Goods \& Services} \times 1.35$$

- 10.6 Qualified Sponsorship Payments.** Participant, if making a donation as a corporate sponsor for any Event, agrees to make such donations in accordance with IRS Rule 513(i) regarding "qualified sponsorship payments". As such, Participant understands and agrees that there is no arrangement or expectation with corporate sponsor, directly or indirectly, that corporate sponsor will receive any substantial return benefit for any sponsorship other than the Squadra's use or acknowledgement of such corporate sponsor's name and/or logo. Participant further agrees that Squadra is not providing advertising services in exchange for such corporate sponsorship that includes messages containing qualitative or comparative language, price information, or other indications of savings on behalf of such corporate sponsor.

SECTION 11: GENERAL PROVISIONS

- 11.1 Notices.** All notices, including notices of address changes, under this Agreement must be sent by registered or certified mail, electronic email by read-receipt or by overnight commercial delivery to the address set forth in this Agreement.

Squadra Foundation, Inc.
ATTN: General Counsel
815-A Brazos Street #265
Austin, TX 78701
Email: legal@squadrafoundation.org

- 11.2 Entire Agreement.** This Agreement is the entire agreement between the parties and supersedes all earlier and simultaneous agreements or arrangements, whether oral or written, regarding the subject matter described herein. Each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No arrangement, statement, or promise not contained in this Agreement shall be valid or binding between the parties with respect to the subject of this Agreement.
- 11.3 Amendments.** Participant understands that Squadra reserves the right to change the terms and conditions of this Agreement from time to time by notifying Participant in writing of any such changes. Participant shall be deemed to have accepted the amended terms and conditions of this Agreement by participating in the applicable Event.
- 11.4 No waivers; Cumulative remedies.** A party's failure to insist upon strict performance of any provision of this Agreement is not a waiver of any of its rights under this Agreement. Except if expressly stated otherwise, all remedies under this Agreement, at law or in equity, are cumulative and nonexclusive.
- 11.5 Severability.** If any portion of this Agreement is held to be unenforceable, the unenforceable portion must be construed as nearly as possible to reflect the original intent of the parties, the remaining portions remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions.
- 11.6 Mandatory Forum Selection.** The parties agree that the courts in Austin, Texas or County of Travis, shall be the exclusive forums to the exclusion of all other forums for any and all litigation by any party against any other party with respect to or arising out of this Agreement, the Event(s) or the relationships created hereunder. The parties agree that this is a mandatory, not a permissive forum selection clause. The parties agree to consent to the exercise of personal jurisdiction over them by those Courts and to accept service of process issued by those Courts with respect to any action pursuant to this section. No party shall: (i) attempt to challenge the venue of any such action; (ii) attempt to transfer the venue of any such action; or (iii) seek dismissal of any such action pursuant to the doctrine of forum non conveniens.

11.7 Governing law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts executed in and to be performed entirely within such state, without giving effect to the conflict of law principles thereof.

11.8 Signature; Acknowledgement. Participant acknowledges that: (i) any electronic signature of this Agreement shall be held to the same standard as a legally binding equivalent of a handwritten signature; (ii) Participant has read and understands the above statements and that Participant is of legal age to execute this Agreement; and (iii) this Agreement has been executed on behalf of Participant, Participant's heirs, and assigns, and has been made with full knowledge of possible risks involved.

Participant - Full Legal Name

Date

Participant - Signature

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