

NATIONAL VIPER EVENT #5

VIPER OWNERS ASSOCIATION

ACKNOWLEDGEMENT OF TERMS AND CONDITIONS OF PARTICIPATION AND
GENERAL RELEASE AND WAIVER
(Read Carefully before signing below)

September 6 – 10, 2023

Any person traveling in any vehicle participating in the VOA National Viper Event #5, hereinafter referred to as “NVE5” must sign this Acknowledgement of Terms and Conditions of Participation and General Release and Waiver, hereinafter referred to as “Agreement”.

BY COMPLETING THIS AGREEMENT AND PARTICIPATING IN NVE5, I (A) ACKNOWLEDGE AND AGREE TO ALL TERMS AND CONDITIONS CONTAINED HEREIN; (B) AGREE TO RELEASE VIPER OWNERS ASSOCIATION FROM ANY AND ALL LIABILITY ARISING FROM NVE5, AND WAIVE ANY AND ALL CLAIMS AGAINST VIPER OWNERS ASSOCIATION ARISING FROM NVE5 IN ACCORDANCE WITH THIS AGREEMENT; AND (C) ACKNOWLEDGE AND AGREE THAT I AM WILLFULLY AND FREELY EXECUTING THIS AGREEMENT IN ORDER TO PARTICIPATE IN NVE5.

DEFINITIONS

NVE5 includes the NVE5 Event and any related activities or events.

Viper Owners Association includes its officers, members, event planners, employees, consultants, agents, assigns and attorneys as hosts of and related parties to NVE5.

Me, Myself, and I mean the adult, being at least 21 years old who is accepting these terms and conditions and participating in NVE5 as a “**Participant**.”

In consideration of being allowed to participate in any way in NVE5 on behalf of Me, Myself, and I agree as follows:

SAFETY DURING NVE5

NVE 5 is not a race. I represent and warrant that I will NOT:

- Compete in any manner with other participants;
- Place any bets of any kind in relation to NVE5;
- Drive if my ability to do so safely and properly is in any way compromised by illness, lack of adequate rest, medication, the influence of alcohol or illegal substances or any other condition that may put me and my surrounding NVE5 participants, the general driving public, pedestrians and any other persons or property at any risk in any way whatsoever.

I further represent and warrant that I will:

- Drive safely and with proper courtesy to all other participants and members of the public;
- Comply with all applicable laws and regulations of the City, County, State and Country in which I am present at any given time during NVE5, including, but not limited to all speed regulations, laws of the road, laws relating to the safety and operation of my vehicle, including, but not limited to, laws relating to vehicle registration, licensing and insurance requirements, and laws relating to the possession or use of alcohol, drugs, or other prohibited substances; and
- Be completely sober while operating any motor vehicle during NVE5.

I further represent and warrant that I will NOT:

- Consume alcohol or marijuana while driving nor drive under the influence of alcohol or any other intoxicating substance at any time during NVE5.

VEHICLE OPERATION DURING NVE5

Insurance: I represent and warrant that I have appropriate insurance covering my participation in NVE5. Appropriate insurance includes, but is not limited to, third party liability insurance, liability coverage, medical insurance, damage to property and life insurance, and insurance covering my vehicle's participation in NVE5.

Vehicle Registration. I represent and warrant that I have a legal and valid vehicle registration with my name matching my motor vehicle.

Automobile License. I represent and warrant that I hold a current, valid, and unrestricted driver's license issued by one of the United States and that I am not subject to any governmental restriction that limits, prohibits, or conditions my right to drive or operate a motor vehicle.

IMAGE RIGHTS

Authorization to Photograph. By participating in NVE5, I consent to be photographed and included in footage documenting the NVE5. I hereby waive any and all rights of publicity or privacy and grant the Viper Owners Association Parties full and complete permission to utilize and exploit my appearance in NVE5 in any and all manner and media throughout the world now known and hereafter devised, forever. I further agree that the Viper Owners Association has the sole discretion to use or refuse to use any photographs or footage in which I may appear, and that if the Viper Owners Association Parties do use such photographs or footage, it may be edited at the Viper Owners Association sole discretion.

Use of Likeness. I consent to the use of my name, image, likeness, voice and biographical material in connection with any and all footage, publicity and related promotional material and for any and all publicity and promotional purposes. I expressly release the Vipers Owners Association from and against any and all claims I have or may have for invasion of privacy,

defamation, or any other cause of actions arising out of the production, distribution, broadcast or exhibition of photographs, footage, or any promotional materials.

Personal Filming. I agree that I am only entitled to take photographs and film footage of my participation in NVE5 for non-commercial purposes (that is for personal and private use only). Specifically, I agree that I am not entitled to reproduce or use photographs or footage of NVE5 on any website, in any printed media or matter or in any television program without first obtaining the prior written consent of Viper Owners Association. I hereby agree to assign (by way of present assignment of future copyright) all of my right, title and interest in the worldwide copyright and all intellectual property rights in such photographs or footage forever together with exclusive worldwide rights of exploitation thereof to the Viper Owners Association and deliver to the Viper Owners Association within 30 days of the end of NVE5, at no cost to the Viper Association, a tape in any format of all the footage originated from my participation in NVE5 and copies of all photographs taken at NVE5.

Media Appearances. I agree that I shall not be entitled to arrange or conduct any media appearances relating to my participation in NVE5 without obtaining the prior written consent of the Viper Owners Association.

WAIVER OF LIABILITY

The Viper Owners Association (as defined above) accepts no responsibility for and shall not be liable to myself, other participants or any third party for the consequences of my participation in the NVE5, or arising from my conduct at any location, stop, facility, establishment, public road, or any other place I am present during NVE5, including, but not limited to being cited, charged, prosecuted, or sued in civil action.

WAIVER: RELEASE AND WAIVER OF LIABILITY

Risks Associated with Participation. I am aware that participation in NVE5 is potentially dangerous and that there are numerous risks associated with participating and operating a motor vehicle in general. Such risks and dangers include, but are not limited to, traffic accidents, collisions with pedestrians, vehicles, other drivers and/or fixed or moving objects, and the negligence of other drivers. I fully understand and realize that:

- Participation in NVE5 may result in serious bodily injury and/or death to myself or others:
- The route of NVE5 will require driving on public roadways upon which the hazards of traveling are to be expected; and
- Participation in NVE5 will require strenuous physical and mental exertion as participants are required to drive for very long periods of time, including the risk of driving through inclement weather.

Assumption of the Risks. I fully understand that participating in NVE5 may not only involve risk of serious injury or death, economic loss, property damage or loss that may result from my own

actions, inactions, or negligence, but also from the actions, inactions or negligence of others, and I voluntarily and fully agree to assume this risk.

Compliance with Terms and Conditions. I agree to comply with all of NVE5 terms and conditions in this Agreement. I acknowledge and understand that the Viper Owners Association cannot control or guarantee that the other participants in NVE5 will abide by these terms and conditions.

Release of Liability. In consideration for being permitted to participate in NVE5, I hereby waive, release and forever discharge for myself, my heirs, executors, administrators and legal representatives, any and all rights and/or claims which I have, or may have, or may hereafter accrue to myself against the Viper Owners Association for any and all damages, injuries (including death) and/or claims which may be sustained by myself or my vehicle directly or indirectly arising out of my participation in NVE 5 (including the application of emergency or medical services at NVE5) even if the damages, injuries (including death) and/or claims are caused by the negligence of the Viper Owners Association.

Covenant Not to Sue. I, my heirs, executors, administrators, and legal representatives, will not make any claims against the Viper Owners Association for injury, damage, death or any other loss arising from or related to participating in NVE5.

Release and Indemnification. I, my heirs, executors, administrators and legal representatives, forever release, waive, discharge, relinquish and indemnify the Viper Owners Association and its licensees and assignees from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness and liabilities of every kind and character, whether known or unknown, including foreseen and unforeseen bodily injury and personal injuries and property damage that may be sustained by me or any other person in any way connected to, related to or arising directly or indirectly out of my participation in NVE5, regardless of any negligence of the Viper Owners Association.

GOVERNING LAW: COLORADO

Severability. Participant agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of Colorado and that if any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

Arbitration. I agree that any and all disputes relating to this Agreement, or its breach shall be sealed by arbitration, by a single arbitrator in El Paso County, Colorado, in accordance with the then-current rules of the American Arbitration Association, and judgment upon the award entered by the arbitrator may be entered in any court having jurisdiction hereof. Costs of arbitration, including attorney's fees incurred in arbitration, together with attorney's fees incurred by the prevailing party in court enforcement of the arbitration award after it is rendered by the arbitrator, must be paid to the prevailing party by the party designated by the arbitrator or court. Should one party either dismiss or abandon their claim or counterclaim before hearing thereon the other party shall be deemed the "prevailing party" pursuant to this Agreement. Should both

parties receive judgement or award on their respective claims, the party in whose favor the larger judgment or award is rendered shall be deemed the prevailing party pursuant to this Agreement.

Jury Trial Waived. I hereby agree and understand that my right to a jury trial is waived as to the matters arbitrated

CHANGE OF TERMS

The Viper Owners Association reserves the right to change these terms and conditions from time to time subject to notifying Participants of the changes. Participant shall be deemed to have accepted the amended terms and conditions by participating in NVE5.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND HAVE HAD THE OPPORTUNITY TO HAVE LEGAL COUNSEL REVIEW THIS AGREEMENT. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY FAMILY, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINNISTRATORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS MAY HAVE AGAINST THE VIPER OWNERS ASSOCIATION.

Participant Name: _____

Participant Signature: _____

Date Signed: _____