

Release and Waiver of Claims for TMAA “ Enter Event Name”

In consideration of the opportunity for me to participate in the _____ on _____, I, the undersigned, agree to the following:

(i) I do, for myself, my heirs, personal representatives, executors, administrators and assigns, hereby release, agree not to sue, and forever discharge Toyota Motor Manufacturing, Kentucky, Inc. (“TMMK”) and its parent, affiliates and related entities (collectively “Toyota”), and each of their respective officers, directors, employees, and agents, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, whether known or unknown, in law or equity, contract or tort, which may relate to or arise from my participation in the Event, and its related activities.

(ii) I agree to indemnify and hold Toyota harmless against loss from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, whether known or unknown, in law or equity, contract or tort, that may hereafter be made or brought by me or by anyone on my behalf and I waive any and all rights of exemption under any federal and/or state laws against such claims.

(iii) I am not obligated to participate in the Event and, if I chose to participate, I understand I may terminate my participation at any time. I understand there are certain risks, whether foreseeable or unforeseeable, connected with participation in the Event, which may expose me to the risk of bodily injury, including death, as well as property damage. I acknowledge the foregoing risks and willingly assume full responsibility for any injury or damage sustained, directly or indirectly, from my participation in the Event.

(iv) I understand I am solely responsible for limiting my exercise to a level appropriate to me. I certify, to the best of my knowledge, I have no physical impediments or medical conditions limiting or preventing my participation in the Event.

(v) **I UNDERSTAND IT IS IN MY BEST INTERESTS, AND I SHOULD, CONSULT WITH A PHYSICIAN PRIOR TO ENGAGING IN ANY EXERCISE PROGRAM OR PARTICIPATING IN THE EVENT.**

(vi) I understand TMMK or its representatives may revoke my participation in the Event at any time, at its discretion. I agree to be bound by and obey all the rules of TMMK and the TMAA for participation in the Event.

(vii) Toyota has my permission to administer first aid or obtain emergency medical treatment that they determine to be in my best interest. I agree to pay all expenses incurred due to an emergency involving myself.

(viii) I hereby permit Toyota and its agents to photograph and/or video tape me in connection with the Event.

(ix) I consent to the use, publication and copyright by Toyota and/or its agents of my name, picture, portrait, likeness and/or statements for use, publication and copyright in promotional materials and videos, internally within Toyota or externally. I consent to such use, publication and copyright without further submission to me.

(x) I recognize it is in Toyota’s discretion to use or not use my photograph, video and statements, in whole or in part, and if Toyota should do so, to edit my statements.

(xi) I recognize Toyota is relying on my assurance to it, and it would not be legally permissible to make such statements in promotional material if they were not true. All statements, opinions and judgments made by me are true to the best of my knowledge, and shall remain valid unless and until I advise Toyota otherwise.

(xii) I agree all photographs and/or videos of me used by the Toyota and taken by Toyota are owned by Toyota, and Toyota may copyright material containing them. If I should receive any print, negative, video or other copy thereof, I will not authorize its use by anyone else, without prior written permission by Toyota.

(xii) Toyota and I agree all disputes, claims and/or causes of action arising out of relating to this Release and Waiver of Claims Form, and participation in the Event will be initially submitted to a neutral mediator, mutually selected by the parties for resolution. If such dispute is not resolved via mediation, then it may be submitted for resolution by either party to a neutral arbitrator, to be selected by mutual agreement of the parties or pursuant to JAMS Comprehensive Rules & Procedures (“JAMS Rules”). Arbitration will be administered according to JAMS Rules or the American Arbitration Association, at Toyota’s sole discretion. The JAMS Rules are available at www.jamsadr.com and the American Arbitration Association’s Rules are available at www.adr.org. By signing this document, I affirm my acceptance of arbitration as the sole method of resolving all disputes or claims between the parties, waive my right to a jury trial, and waive my right to bring or participate in a class action (without any further action on my part).

(xiii) I intend for this Release and Wavier of Claims to be as broad as permitted by applicable law. If any portion is held invalid, I agree the remaining portions will continue in full legal force and effect. The Release and Waiver of Claims is effective on the date signed below and may not be revoked, terminated, modified, supplementent or amended without the express written consent of TMMK.

I HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS LISTED ABOVE. I SIGN THIS RELEASE VOLUNTARILY WITH FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AS WELL AS HAVING BEEN ADVISED OF MY RIGHT TO HAVE AN ATTORNEY REVIEW IT.

Participant Signature (Parent or Guardian if under 18 years old)

Date

Participant Name (Please Print)