

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY
AGREEMENT**

THIS DOCUMENT INCLUDES THE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY OF ALL CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. ALL PARTICIPANTS – INCLUDING COMPETITORS, OFFICIALS, OBSERVERS, WORKERS AND SPECTATORS – MUST SIGN THE ATTACHED DOCUMENT BEFORE BEING ALLOWED INTO ANY RESTRICTED AREA. PLEASE READ AND CONSIDER CAREFULLY BEFORE SIGNING.

BY SIGNING THIS DOCUMENT, YOU INDICATE THAT YOU UNDERSTAND THAT OPERATING A VEHICLE IN A DRIVING RACE IS AN INHERENTLY DANGEROUS ACTIVITY THAT INVOLVES THE RISK OF SERIOUS PERSONAL INJURY AND DEATH, AND THAT YOU ARE VOLUNTARILY PARTICIPATING IN THE ACTIVITY EITHER AS A DRIVER, OFFICIAL, OBSERVER, SPECTATOR, OR TRACK WORKER WITH FULL KNOWLEDGE OF THE DANGER AND RISK INVOLVED.

IN CONSIDERATION of being permitted to compete, officiate, observe, spectate, work, or otherwise participate in any of the driving/track/racing events (“EVENTS”) offered by Scrambul Inc. (“SCRAMBUL”), and/or or being permitted to enter any area requiring special authorization, credentials, ticketing, race participation or other permission to enter (“RESTRICTED AREA”), you hereby agree, on behalf of yourself, your legal and personal representatives, your heirs, executors, administrators, successors and assigns, your spouses, your guardians, and your next of kin, as follows:

1. You REPESENT, WARRANT AND AGREE as follows:
 - a. Upon entering the RESTRICTED AREA, you will immediately inspect the area and that you will continuously do so thereafter for the duration of the EVENTS. If, at any time, if you feel anything to be unsafe, you will immediately advise the officials of such and, if necessary, you will leave the RESTRICTED AREA and not participate in any aspect of the EVENTS. Among other things, you should inspect for issues pertaining to the safety of yourself, your family and your property that may come from being within the RESTRICTED AREA.
 - b. If you are a driver in the EVENTS and you feel unsafe about racing under current weather or track conditions, you will similarly advise officials and leave the RESTRICTED AREA rather than race your vehicle.
 - c. If you are a driver in the EVENTS, that you have inspected the mechanical condition of your vehicle and deem it to be safe, free of any fluid leaks, mechanically sound, and appropriate for racing on the premises provided. If you lack the ability to inspect and certify your vehicle for safety, you understand it is your obligation to hire a trained mechanic to provide a safety check and confirm safety of your vehicle prior to the EVENTS.

- d. If you are a driver in the EVENTS, that you are sufficiently skilled and qualified in race car driving to enter a race of this nature, and you will not use alcoholic beverages or any other intoxicating substance within twelve hours of your race nor will you place yourself otherwise under the influence of alcohol or any other substance that could hamper your ability to safely operate a vehicle at the time of race.
 - e. If you are a driver in the EVENTS, that you will take the following safety precautions: (i) you will wear a Snell Sa2010 or newer safety helmet, (ii) that your car has a minimum 3 pt seat belt which drivers must wear at all times, (iii) that if your car is a model 1974 or older and does not run faster than 11.40 seconds in a quarter mile (7.35 1/8th mile), you will ensure you have and use a two-point factory belt, (iv) that you will wear long pants and closed toed shoes, (v) that your vehicle does not have any fluid leaks (vi) and that your breaks, tires and other car parts are secured and in good working condition.
 - f. If you are a driver in the EVENTS, that you have attained the minimum age of eighteen (“18”) years old, you currently have a valid driver’s license, your driver’s license has never been suspended for any reason, and (iv) you are able and qualified to drive a car at high speeds on the provided surfaces.
2. You HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE SCRAMBUL, the Town of Riverhead, the Town of Riverhead Community Development Agency, Andre Baxter, or any other shareholder, owner, director, independent contractor, agent, officer, or employee of SCRAMBUL, the Town of Riverhead or the Town or Riverhead Community Development Agency, (collectively, the “RELEASEES”), FOR ANY LIABILITY TO THE UNDERSIGNED FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF, OR RELATED TO, THE EVENT(S) WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. You HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES, individually and collectively, FROM ANY LOSS, LIABILITY, DAMAGE, OR COST incurred arising out of or related to your INJURY, DEATH, OR HARM TO PROPERTY WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
4. You HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, arising out of or related to the EVENTS whether caused by the NEGLIGENCE OF THE RELEASEES or otherwise.
5. You HEREBY ACKNOWLEDGE that THE ACTIVITIES OF THE EVENTS ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. In particular, you understand that, without limitation, unlike certain other racing competitions: (i)

the condition of the racing surface in our competition is not on par, and it does not contain a dedicated drag strip, (ii) the racing surface in our competition does not include any compounds or rubber to add stickiness for safety purposes, (iii) the racing surface in our competition may include bumps, uneven areas, cracks, and overgrown weeds, (iv) the racing surface in our competition may contain fluid leaks and/or water from past or current rainfall, and (v) there may be bushes or small trees on or near the racing surface in our competition that increase the possibility of crashes and/or injury. These features of our racing competition, together with others not specifically referenced herein, may pose certain additional risks not only to drivers, but to all individuals located the RESTRICTED AREA, in the event of, for instance, a car losing control or crashing during the race.

6. You expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
7. You HEREBY AGREE that you will provide your own medical, vehicle and property damage insurance. SCRAMBUL does not provide you with any form of insurance.
8. You HEREBY CONSENT to treatment in the event of an emergency or other incident which, in the reasonable judgment of on-site personnel, is required.
9. You HEREBY AGREE that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, INCLUDING WITHOUT LIMITATIONS NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State of New York and the Town of Riverhead, and that if any portion thereof is held invalid, it is agreed that the remainder of this Release and Waiver of Liability, Assumption or Risk and Indemnity Agreement shall, notwithstanding, continue in full legal force and effect.
10. You HEREBY AGREE to the use of your name, voice, image, identity or likeness for publicity, advertising and endorsement purposes and relinquish any rights to photographs, videos, or other graphics and images taken in connection with the EVENTS and/or your attendance and participation thereat, and consent to the publication or sale of such photographs, videos, other graphics and other images as SCRAMBUL may desire, including, without limitation, for the purpose of marketing or promoting future EVENTS. You shall have no right of approval of SCRAMBUL's use of such content, nor shall you be entitled to any compensation for such use.
11. You HEREBY AGREE that all decisions by SCRAMBUL as to winners and losers, interpretation of contest and racing rules, the awarding of prizes, and the cancellation of EVENTS either before they begin or during their duration shall be final, and you HEREBY WAIVE ANY RIGHT OF RECOURSE in the courts or otherwise to challenge any race result or allocation of prizes. In the event that you are a driver in the EVENTS, deem conditions unsuitable or unsafe for racing, your sole remedy, as a matter of law, shall be a full refund of any money paid to SCRAMBUL.

12. You ACKNOWLEDGE that THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OR RISK AND INDEMNITY AGREEMENT represents the entire agreement between the parties, and supersedes any prior agreement either oral or written agreement on these matters. If any one or more provisions of this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OR RISK AND INDEMNITY AGREEMENT is unenforceable as a matter of law, the remaining portion of this agreement, without the unenforceable clause or clauses, shall remain in full effect. Further, you AGREE that any claim related to this agreement shall be governed exclusively under the laws of the State of New York and shall be settled exclusively by the American Arbitration Association (“AAA”) in connection with its rules rather than by filing an action in any state or federal court. You understand and agree that you may only resolve disputes with SCRAMBUL on an individual basis, and you may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. The arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action, or private attorney general action) unless all parties specifically agree to do so following initiation of the arbitration. You further agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OR RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW:

(SIGNATURE) (PRINT NAME) (DATE)

(WITNESS SIGNATURE) (WITNESS PRINT NAME) (DATE)

For minors, a parent or guardian accompanying the minor will have to sign the consent form immediately below the minor’s signature, and print his/her name and date. A witness must still also sign. All drivers must have attained the minimum age of 18 and have a valid driver’s license.

(PARENT/GUARDIAN SIGNATURE) (PARENT/GUARDIAN PRINT NAME) (DATE)