

C4K 2014 TERMS AND CONDITION OF REGISTRATION AND PARTICIPATION

PLEASE COMPLETE THE C4K 2014 APPLICATION FORM WITH PERSONAL DETAILS, VEHICLE DESCRIPTION, REASONS YOU WISH TO PARTICIPATE AND ANY OTHER INFORMATION YOU DEEM PERTINENT AS TO WHY YOU AND YOUR VEHICLE SHOULD BE ACCEPTED AS A PARTICIPANT.

ANY PERSON TRAVELING IN A C4K 2014 VEHICLE MUST SIGN THIS AGREEMENT. BY COMPLETING THIS APPLICATION AND PARTICIPATING IN C4K 2014, YOU (A) ACKNOWLEDGE AND AGREE TO ALL TERMS AND CONDITIONS CONTAINED HEREIN; and (B) AGREE TO TENDER PAYMENT OF THE ENTIRE REGISTRATION FEE (ALL ENTRY FEE PAYMENTS ARE FINAL AND NON-REFUNDABLE).

Cruise 4 Kids Rally (the "Rally") IS NOT A RACE. You must NOT compete in any manner with other participants. You must NOT place any bets of any kind in relation to the Rally. You must drive safely and with proper courtesy to all other participants and members of the public. You must NOT drive if your ability to do so safely and properly is in any way compromised by illness, lack of adequate rest, medically intoxicated, under the influence of illegal substances or any other condition that will put you and your surrounding Rally participants, general driving public, pedestrians, and any other persons or property at risk in any way whatsoever. You MUST comply with all applicable laws and regulations of the City, County, State and Country in which you are present at any given time during the Rally, including but not limited to all speed regulations, laws of the road, laws relating to the safety of your vehicle and operation of your vehicle, laws relating to registration of your vehicle, laws relating to your personal license to operate a vehicle, insurance laws relating to your operation of your vehicle, and laws relating to the possession or use of alcohol, drugs or other prohibited substances. The Boys & Girls Clubs of San Dieguito reserves the right to prohibit you from participating further in the Rally for any single violation of the foregoing or of any terms and conditions contained herein.

Participant will at all times wear a badge/label including the above language (or similar language) during the Rally. The Boys & Girls Clubs of San Dieguito will provide the badge/label.

Cruise 4 Kids Rally – Saturday, September 6th, 2014

The Rally is open to all makes, models and years of vehicles. However, the majority of vehicles will be "Luxury, Sports, Classic & Exotic" cars. Manufacturer include but not limited to Bugatti, Lamborghini, Ferrari, McLaren, Pagani, Rolls Royce, Bentley, Aston Martin, Porsche, Audi, etc.. We are looking for a diverse, unique collection of high-end vehicles. Places are limited to just one hundred (100) vehicles and there is no guarantee with respect to available spots, but the more eccentric or unique the car, the better the chance of acceptance into the Rally.

Any participant or passenger in a Rally vehicle (a "Participant") must be 21 or over.

The Boys & Girls Clubs of San Dieguito and its members, employees, consultants, agents, staff, assigns, attorneys, directors, parents, affiliates, and related entities (collectively, "BGCDGTO STAFF") accept no responsibility for and shall not be liable to any Participant for the consequences of a Participant's actions or omissions in participating in the Rally, including but not limited to being cited, charged, prosecuted, or prohibited from participation arising from the improper conduct of a Participant at any location, stop, facility, establishment, public road, or any other place a Participant in present during the Rally 2014.

Each Participant shall obtain and maintain appropriate insurance covering your participation in the Rally and shall provide proof of such insurance in a form satisfactory to BGCSDTO STAFF should they request such documentation. Appropriate insurance includes, without limitation, third party liability, liability coverage for each Participant, medical insurance, damage to property and life insurance, and insurance covering Participant vehicle's participation in the Rally.

Each Participant must have a legal and valid vehicle registration with name of Participant matching such Participant's vehicle.

Each Participant must hold a current, valid and unrestricted driver's license issued from one of the United States and must present same to the BGCSDTO STAFF upon request.

Each Participant must be completely sober while operating any motor vehicle. Each Participant must NOT consume alcohol while driving nor drive under the influence of alcohol or any other intoxicating substance at any time.

BGCSDTO STAFF is not responsible if it cannot fulfill its obligations due to fire, earthquake, epidemic diseases, cyclone, flood, aridity, strike, lightning, revolution, terrorist activities and similar troubles, and in other cases generally accepted as Force Majeure under the statutes and case law of the State of California.

Participant agrees to have the "C4K Rally" logo and any other logos designated by BGCSDTO STAFF, including but not limited to official Rally sponsors, attached to Participant's vehicle during the entire Rally. Participant may not obscure or alter such logos and must keep them clean and readily visible at all times during the Rally. Such logos will be easily removable without damaging vehicle finishes. BGCSDTO STAFF will therefore not be responsible for claims of damage to vehicle finishes as a result of the application or removal of such logos.

Personal sponsorship for Participant's vehicle or Participant's clothing is only permitted with the prior written consent of BGCSDTO STAFF, which may be withheld in the sole discretion of BGCSDTO STAFF. BGCSDTO STAFF reserves the right to refuse unauthorized sponsored vehicles from participating in the Rally.

Once accepted to participate in the Rally, Participant must immediately tender payment of the entrance fee in the amount of (\$500) or risk losing Participant's place in the Rally. Once a Participant is accepted to participate in the Rally and has tendered the reservation fee, the reservation fee is non-refundable and will not be returned under any circumstances, including but not limited to Participant's inability to participate for any reason.

After the commencement of the Rally, BGCSDTO STAFF will NOT make any refund of the entry fee or pay compensation to you if you are unable to continue in the Rally for any reason whatsoever. Although all vehicles have sufficient time to arrive at each destination, the route of the Rally is demanding. If Participant does not manage to complete any part of the route and are unable to stay at the provided venues, Participant will NOT be entitled to any refund of the entry fee whatsoever.

BGCSDTO STAFF reserves the right to refuse participation in or to cancel the Rally at any time for any reason whatsoever. In case of the cancellation of the Rally or the refusal to allow Participant to participate, no refunds of the entry fee will be made.

By participating in the Rally, Participant consents to be photographed and to be included in the filming of footage documenting the Rally. Participants hereby waives any and all rights of publicity or privacy and grant the BGCSDTO STAFF full and complete permission to utilize and exploit Participant's appearance in the Rally in any and all manner and media throughout the world in perpetuity. Participant further agrees that the BGCSDTO STAFF has the sole discretion to use or refuse to use any photographs or footage in which Participant appears, and that if the BGCSDTO STAFF does use such photographs or footage, it may be edited at the BGCSDTO STAFF's sole discretion. Participant consents to the use of your 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. Participant expressly releases the BGCSDTO STAFF 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 photographs, footage or any promotional materials. Participant is only entitled to take photographs and film footage of Participant's participation in the Rally for non-commercial purposes (that is for personal and private use only). Specifically, Participant is not entitled to reproduce or use photographs or footage of the Rally on any website, in any printed media or matter or in any television program without first obtaining the prior written consent of the BGCSDTO STAFF.

Participant hereby agrees to assign (by way of present assignment of future copyright) all of Participant's right, title and interest in the worldwide copyright and all intellectual property rights in such photographs or footage in perpetuity together with exclusive worldwide rights of exploitation thereof to the BGCSDTO STAFF and deliver to the BGCSDTO STAFF within 30 days of the end of the Rally, at no cost to the BGCSDTO STAFF, a tape in any format of all the footage originated by Participant at the Rally and copies of all photographs taken at the Rally.

Participant shall not be entitled to use the "C4K Rally" logo and any other logos designated by BGCSDTO STAFF for placement on Participant's vehicle during the Rally for any purpose whatsoever (other than placing the logo on participant's vehicle during the Rally) without obtaining the prior written consent of the BGCSDTO STAFF. In particular, Participant shall not be entitled to use the "C4K Rally" logo and any other logos designated by BGCSDTO STAFF for placement on Participant's vehicle during the Rally on any website or in printed materials without obtaining the BGCSDTO STAFF's prior written consent.

Participant shall not be entitled to arrange or conduct any media appearances relating to Participant's participation in the Rally without obtaining the prior written consent of the BGCSDTO STAFF.

The BGCSDTO STAFF 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 the Rally.

These terms and conditions, this agreement and Participant's participation in the Rally shall be governed in accordance with the laws of the State of California, and Participant our participation, and Participant submits to the jurisdiction of the Courts of the State of California, exclusively. By completing the entry form, participating in the Rally, and accepting these

terms and conditions, Participant is entering into a legally binding agreement with Boys & Girls Clubs of San Dieguito to participate in the Rally on these terms and conditions.

Participant understands that while the BGCSDTO STAFF will endeavor to keep Participant's personal information secure, BGCSDTO STAFF does not accept any responsibility should loss or theft of this information occur. Participant consents to its personal details being passed on to other third parties that the BGCSDTO STAFF deems appropriate.

A. Risks Associated with Participation

Participant acknowledges and realizes that participation in the Rally is potentially dangerous and that there are numerous risks associated with participation. 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. Further, participant fully understands and realizes that participation in the Rally may result in serious bodily injury and/or death to Participant, or others. Participant further realizes and understands that the route of the Rally will require driving on public roadways upon which the hazards of traveling are to be expected. Further, Participant realizes that participation in the Rally will require strenuous physical exertion as participants will be required to drive for very long periods of time, including the risk of driving through inclement weather.

B. Assumption of the Risks

With full knowledge and understanding of the risks associated with participation in the Rally, Participant enters the Rally voluntarily and fully accepts and assumes every such risk for loss, damage, or injury (including death).

C. Compliance with Terms and Conditions of Entry

Participant agrees to comply with all the Rally's terms and conditions of entry. Participant acknowledges and understands that the BGCSDTO STAFF will use reasonable efforts to ensure that all other participants abide by the terms and conditions of entry, but cannot guarantee that the participants will abide by these terms and conditions.

D. Release of Liability

In consideration for being permitted to participate in the Rally, Participant hereby waives, releases, and forever discharges, for Participant, its 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 the BGCSDTO STAFF, and Rally sponsors, licensees, and assigns for any and all damages, injuries (including death), and/or claims which may be sustained by Participant or its vehicle directly or indirectly arising out of or related to Participant's participation in the Rally (including the application of emergency or medical services at the Rally). Further, Participant covenants not to sue the BGCSDTO STAFF, and Rally sponsors, licensees, and assigns for any and all damages, injuries (including death), and/or claims which may be sustained by Participant directly or indirectly arising out of or related to Participant's participation in the Rally. 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 directly or indirectly arising out of or related to Participant's participation in the Rally (including all legal costs associated with such claims).

E. Indemnity

Participant hereby agrees to release, defend, indemnify, and hold harmless the BGCSDTO STAFF, and Rally sponsors, licensees, and assigns from and against any and all claims, threatened claims, demands, damages, suits, liabilities or actions directly or indirectly arising out of or related to Participant's actions or participation in the Rally, whether made or claimed during or after the Rally, including all associated costs and expenses and any amounts which the BGCSDTO STAFF may pay to defend against such claims or liabilities, to respond to such claims or liabilities, or as a settlement or compromise of any such claims or liabilities.