

CONSENT AND RELEASE

ROAD & TRACK EXPERIENCES – ARIZONA DESERT RUN

I hereby agree to participate in an Event to be conducted by Hearst Autos, Inc. known as: Arizona Desert Run (the “Event”) subject to the Terms & Conditions that I agreed to upon registration. I acknowledge that participating in a road rally such as the Event is a hazardous event that involves inherent risks and unforeseen dangers, and that there will be traffic on the road which could result in accidents. I acknowledge that the Event may subject me to discomfort, illness (including, but not limited to, COVID-19), injury or other risk of harm, including death. I acknowledge that the Event may include activities that may include the consumption of alcohol by me and/or other participants, and I acknowledge I understand the potential risks associated with the consumption of alcohol, and that Hearst shall not be responsible or liable for any accident, injury, loss or damage caused by my or another participant’s impaired judgment or negligence. In consideration of my participation in the various activities that comprise the Event, I understand, accept, and assume all risks associated with the Event (and its various activities), including but not limited to road accidents (including in my own vehicle and during any transportation hired by Hearst), falls, illness, injury, the effects of weather (including the condition of the roads), and any and all other risks whether known to me or not. I acknowledge and agree that my participation in the Event will be at my sole risk, and that Hearst Autos, Inc., and its employees, affiliates, sponsors, agents, volunteers and all other entities and persons involved in staging the Event (collectively “Hearst”) shall have no liability whatsoever arising as a result of my participation in the Event. I acknowledge that Hearst makes no representation or warranty whatsoever about the outcome of my participation in the Event, nor about the suitability or competence of third persons, if any, who may be involved with the Event. I hereby waive and release any right to assert any and all claims or causes of action, based on any theory of liability or fault, whether foreseen or not, that I may have against Hearst as a result of my participation in the Event. THIS MEANS I DO NOT HAVE ANY RIGHT TO SUE HEARST IF I SUFFER ANY DAMAGE TO PERSON OR PROPERTY IN CONNECTION WITH THE EVENT.

IF I AM A CALIFORNIA RESIDENT, I HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

I represent and warrant that I have health insurance, and that in the event I suffer any injury as a result of my participation in the Event, I will look solely to the proceeds of such insurance to cover any health care expenses.

I understand that I am responsible for providing my own vehicle to participate in the Event, and I acknowledge that my participation in the Event may cause damage to my vehicle. I represent and warrant that I have adequate collision and comprehensive coverage for damage to my vehicle and automotive liability insurance that meets the state minimum requirements of where the

vehicle is registered, that such insurance will be in place for the duration of the event, and that in the event of any damage to my vehicle as a result of my participation in the Event, I will look solely to the proceeds of such insurance to cover such damage. I further represent and warrant that in the event my conduct during the Event causes damage or injury to any other participants in the Event or to their vehicles, I will be solely responsible for any liability that may arise and that Hearst may tender and turn to me any claims presented to Hearst by any other participant as a result of my conduct.

I will be solely responsible for any traffic violations, fines or other liability that I may incur as a result of my participation in the Event.

I further acknowledge that after my participation in the Event, Hearst may elect to publish an article or other content about the Event and I hereby irrevocably consent to the inclusion in such article of my name, image, video, and story of my participation in the Event. The permission herein granted includes the right and permission to copyright, use, reuse, publish, and republish, the article and any photographs or videos taken of me in any and all publications of Hearst in any media now known or hereafter developed throughout the world, to reuse the article, photographs and videos in any media now known or hereafter developed throughout the world in conjunction with the branding and indicia of Hearst, and to use the article, photographs and videos in connection with advertising, publicity and promotion for Hearst and its assigns.

I hereby waive any right that I may have to inspect or approve the finished product, or the advertising or other copy that may be used in connection therewith, or any use to which it may be applied. I understand that any photographs may be cropped, edited, retouched, colored or otherwise altered.

This Consent & Release shall be binding on my agents, heirs, and successors or assigns. It shall be governed by the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions that would cause application of any other jurisdiction's laws, and the parties shall submit to the exclusive jurisdiction of the applicable state and federal courts in the City of New York.

I represent that I am at least 21 years of age (or if I am participating in the Event solely as a passenger, that I am at least 18 years of age), and have the authority to grant you the rights herein granted.

Driver Signature: _____

Passenger Signature (if applicable) _____

Date: _____