

WAIVER, RELEASE, and HOLD HARMLESS AGREEMENT

Bronco Off Road Connect Event

Do Not Sign This Agreement Unless You Understand and Agree To These Terms

I, the undersigned, as a participant in a *Bronco Off Road Connect* event (the “Event”), hereby completely and permanently waive, release and agree to hold harmless Adventure ORX, LLC (“AORX”), Ford Motor Company (“Ford”), and their respective subsidiaries and affiliated companies, officers, principals, agents, employees and trail guides (collectively, the “Releasees”) from any and all claims, causes of action, damages, demands, rights, controversies, losses, costs, and expenses (including, but not limited to, attorneys’ fees and costs), whether direct or indirect, consequential or otherwise, for bodily injury, death, property damage or other loss (“Damages”) arising out of or relating to the Event. This waiver and release shall include, without limitation, Damages to my vehicle, other vehicle(s) or persons, from whatever cause (including but not limited to Damages arising out of driving and travel, camping, consuming food and beverage, and attending any motorsports relating to the Event). I further agree to permanently and completely release and hold harmless the Releasees from all Damages of every kind and nature, known and unknown, arising out of any dispute between myself and a third party in connection with the Event.

I understand that the Event involves off-road driving, that this activity includes inherent risks relating to motor vehicles, off-road terrain, weather, and the negligent acts or omissions of other drivers and participants (including the Releasees), and that these risks can result in serious personal injury or death. I am voluntarily assuming these risks and, to the fullest extent permissible, waiving and releasing all claims against the Releasees arising out of my participation in the Event.

As a participant in the Event, I affirm that I have read and agree to comply with the Terms and Conditions of the Event. I also agree to follow all instructions and rules posted at the Event or provided (verbally or in writing) by Event officials or organizers, to not use or possess alcohol at any time during the Event, and to remain properly seated and restrained with seat belts at all times while I am in a moving vehicle during the Event. If I am registered as a driver for the Event, I affirm that I am at least 18 years old and currently possess a valid driver’s license and further agree that I will obey all applicable motor vehicle laws during the Event, I will not use any hand-held telephone or camera while driving, and I will not drive any vehicle during the Event while impaired by alcohol, drugs, or medication. If I am bringing a vehicle to the Event, I affirm that the vehicle is properly registered and insured under state law, that I am the owner of the vehicle or have permission from the owner to use the vehicle at the Event, and that the vehicle is in a good mechanical and safe condition for use in the Event.

I acknowledge the contagious nature of coronavirus disease 2019 and its variants (“COVID-19”) and that applicable public health authorities recommend social distancing practices. I further acknowledge that the Releasees cannot guarantee that I will not contract COVID-19 through participation in the event. I understand that the risk of becoming exposed to and/or infected by COVID-19 may result from my acts or omissions, event staff and others event attendees, and that such exposure may result in personal injury, illness, temporary or permanent disability, or even death. I hereby voluntarily elect to participate in the Event and acknowledge that I may thereby be increasing my risk of exposure to COVID-19. I further acknowledge that I must comply with all applicable procedures implemented at the Event to reduce the spread of COVID-19 while participating in the event.

This agreement is governed and interpreted by, and intended to be, as broad and inclusive as is permitted by Michigan law and that if any portion hereof is held invalid, that the balance shall, notwithstanding, continue in full legal force and effect. Any litigation related to this agreement shall be brought only in a court of competent jurisdiction in the State of Michigan. I understand that Michigan is the principal place of business for both AORX and Ford and agree to these terms for that reason. If applicable and in furtherance of the intent that this release be full and final, I expressly waive the benefit of Section 1542 of the California Civil Code which states that “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release and which, if known to him, must have materially affected his settlement with the debtor.” I acknowledge that this waiver and release agreement and the releases contained herein are given in exchange for good and valuable consideration. Further, this agreement reflects the entire agreement, and no statements, promises, or inducements made by the Releasees that are not contained herein shall be valid or binding. Ambiguities herein shall not be construed against the drafter.

I grant permission to the Releasees and all participants in the Event and those acting on their behalf, to photograph, film, or otherwise record me or my vehicle in connection with the Event, and to utilize my or my vehicle's name, image, picture, likeness, voice, biographical information, social media handle, actions and statements in any live or recorded audio, video or photographic display, or other transmission, exhibition, publication or reproduction made of or at the Event (regardless of whether before, during or after the Event) in any medium or context without further authorization or compensation, in perpetuity, for any lawful purpose.

If I am the parent, custodian or ward of any minor that may be participating in the Event, all of my agreements, waivers and releases set forth in this agreement apply to each such minor in the same way they apply to me. I affirm that I have authority to sign this agreement on behalf of each such minor.

I HAVE READ AND UNDERSTAND THIS WAIVER AND RELEASE AGREEMENT AND VOLUNTARILY SIGN IT, AND FURTHER ACKNOWLEDGE AND AGREE THAT NO OTHER ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS OR PROMISES HAVE BEEN MADE BY AORX, FORD OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES THAT ARE NOT CONTAINED HEREIN, AND THAT NO SUCH FUTURE STATEMENTS SHALL BE VALID OR BINDING UNLESS MADE IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE, AND THAT I HAVE BEEN OFFERED THE OPPORTUNITY NOT TO PARTICIPATE IN THE EVENT IF I DO NOT AGREE

I HAVE READ THIS ENTIRE AGREEMENT AND AGREE TO THESE TERMS:

LAST NAME (please print) FIRST NAME PHONE # (optional)

DRIVER'S LICENSEE NUMBER STATE ISSUED EXPIRATION DATE

Signature DATE

VEHICLE MAKE VEHICLE MODEL LICENSE PLATE INFO

MINOR NAMES (If any will be riding in the vehicle)