



North American Neuro-Ophthalmology Society
5841 Cedar Lake Road, Suite 204, Minneapolis, MN 55416
Phone: (952) 646-2037 | Fax: (952) 545-6073 | Email: info@nanosweb.org

NANOS 2019 RACE CAR FUNDRAISER

WAIVER

QUALIFIED PERSON

I ACKNOWLEDGE, agree, and represent that: I understand the nature of the activity and that I am over 18 years of age, qualified, in good health and in proper physical condition to participate in such activity. I further agree and warrant that if at any time I believe conditions to be unsafe for myself, I will immediately discontinue further participation in the activity. I understand that motor sports, including the use of high-performance road vehicles on a race track is an inherently dangerous activity, and accept any and all injuries I may sustain as I participate, attend, volunteer, sponsor, enjoy or work at this activity.

I understand that, as a participant I may have access to ride as a passenger in a high-performance race car. As such, I undertake upon myself to fully indemnify the North American Neuro-Ophthalmology Society (NANOS) to the greatest extent allowed by law for any and all damages, regardless of nature and/or cause, that I may willfully or recklessly contribute to. This includes mechanical and body damage to the vehicles due to my failure to follow proper procedures.

ASSUMPTION OF RISK

I FULLY UNDERSTAND that: ATHLETIC ACTIVITIES, INCLUDING RIDING AS A PASSENGER IN A RACE CAR, INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND POSSIBLY DEATH (hereinafter referred to collectively as "Risks")

These Risks and dangers may be caused by either or all of the following: Myself own actions or inactions; and/or The actions or inaction of others participating/volunteering/observing or otherwise attending the activity; and/or The condition in which the activity takes place; and/or Tires used on the vehicle. I am aware that PIRELLI or YOKOHAMA may be the tire provider, and if so, I know and affirm that neither PIRELLI nor YOKOHAMA makes any warranty, express or implied, as to the quality of workmanship, materials or design of its tires for race track driving purposes, and that PIRELLI and YOKOHAMA expressly disclaim all warranties, express or implied, as to fitness for a particular purpose. The tires are for use on the NANOS provided race car for demonstration purposes, and for use at the speeds at which the race cars will be driven and for other maneuvers which will be necessary when driving the race cars in events and during demonstration rides; and/or THE NEGLIGENCE OF PIRELLI, YOKOHAMA and/or NANOS, all related, affiliated and subsidiary companies of the same, as well as the officers, directors, agents, employees and assigns of each, coaches, officials, administrators, members, volunteers, participants, sponsors, advertisers, and the owners and lessors of premises on which the activity takes place, and any other party indemnified and held harmless by NANOS. Hereinafter collectively referred to as "RELEASEES". THE NEGLIGENCE of the car manufacturer, tire manufacturer, tire supplier, and track owner(s). There may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time. Of free will I FULLY ACCEPT AND ASSUME ALL THE RISKS from participating in or observing the activity.

RELEASE OF LIABILITY

I COVENANT TO NOT SUE, AND I RELEASE AND DISCHARGE THE "RELEASEES" FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR

ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, NEGLIGENT SECURITY, TRAVEL, AND RECREATIONAL OPERATIONS AND ACTIVITIES.

INDEMNIFICATION AGREEMENT

I AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf or on behalf of my estate, makes a claim against any of the RELEASEES, I or my estate WILL INDEMNIFY, SAVE, ANTICIPATE ALL LITIGATION COSTS FOR AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expense, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

CHOICE OF LAW AND CHOICE OF FORUM

I AGREE THAT this Agreement shall be governed by and construed in accordance with Nevada law, and any and all actions shall be brought in Las Vegas, NV.

ARBITRATION CLAUSE

I AGREE THAT: Any dispute or difference of any kind whatsoever arising out of, relating to or in connection with this contract, whether in contract, tort, statutory, or otherwise, including any questions as to the existence, scope, validity, breach or termination of this agreement in its entirety or part, shall be finally settled by binding arbitration, conducted pursuant to the American Arbitration Association (AAA) rules by a single person panel. Arbitration shall be held in Las Vegas, NV; Arbitrators shall apply law indicated in the "Choice of Law" provision of the present agreement. Costs of arbitration shall be equally divided among the parties. This provision shall be binding upon the signing party as well as their executors, estate, and next of kin. ARBITRATION INVOLVES THE WAIVER OF THE RIGHT TO A JURY TRIAL. BY EXECUTING THE PRESENT AGREEMENT ALL PARTIES AGREE TO BE BOUND BY THE PROVISIONS OF THE PRESENT SECTION, AND AGREE TO WAIVE THEIR RIGHT TO A TRIAL IN A COURT OF LAW.

NO WAIVER OF TERMS

I AGREE THAT any party's waiver of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition hereof.

NO ORAL MODIFICATION

I AGREE THAT this Agreement constitutes the complete, final and exclusive agreement among the parties hereto and supersedes and cancels any and all prior communications and agreements between the parties with respect to the subject matter hereof. I FURTHER AGREE THAT the present agreement excludes future modification except by signed writing, and that this agreement may not otherwise be modified.

SEVERABILITY, INDEPENDENCE AND INTERPRETATION OF THE CLAUSES

I AGREE AND UNDERSTAND THAT: The provisions and terms of the present Agreement shall be deemed independent and severable, and that a determination of invalidity or partial invalidity or unenforceability of any one provision or portion hereof by a court or arbitration tribunal of competent jurisdiction shall not affect the validity or enforceability of any other provision herein. The provisions of this Agreement shall be liberally construed to effectuate its purpose of releasing from liability, indemnifying and protecting the RELEASEES. The Article headings, titles and captions have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. That, as used in this Agreement, the term "including" shall be construed and understood, unless otherwise indicated, to mean "including, without limitation" or "including, not limited to."

USE OF LIKENESS

By signing here below I hereby grant NANOS and the holder of the Event permission to record my voice and likeness, and photograph me in conjunction with the Event. I understand and agree that the term "photograph" as used herein encompasses both still photographs and video recordings. I further grant NANOS and the holder of the Event full unrestricted rights to the use of my photograph, voice, and likeness in any form, including edited versions, in or over any medium including without limitation streaming audio and/or video over the internet, broadcast, cable, satellite transmissions, and media that are unknown at this time, worldwide for any purpose including without limitation any commercial purpose.

ON THE SPEEDWAY RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Participant shall be required to sign a Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("LVMS Release and Waiver") at the Las Vegas Motor Speedway prior to participating in any experience. In the event of conflict of terms between the LVMS Release and Waiver and the language contained herein, the LVMS Release and Waiver shall govern.

*Participant's Name

*Participant's Signature