

INDY 2023 VOLUNTEER WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
(Adult Waiver)

IN CONSIDERATION FOR the opportunity to serve as a Volunteer during the 2023 Children's of Alabama Indy Grand Prix presented by America's First (the "Event"); I, for myself and on behalf of my spouse, children, heirs, parents, guardians, next of kin, legal and personal representatives, executors, administrators, successors and assigns (collectively, "I", "me" or "my") freely agree to the following terms pursuant to this Volunteer Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I warrant that (i) I am at least eighteen (18) years of age or older; (ii) I am in excellent health with no mental, physical or medical conditions which would impair, prevent or prohibit me from safely serving as a Volunteer for the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to serve as a Volunteer for the Event.
2. I agree that it is my responsibility to be familiar with my duties as a Volunteer and to abide by the Rules and Regulations established for the Event. I hereby agree to perform all of my Volunteer duties in a professional and highly competent manner, to the best and full limit of my abilities at all times and in accordance with applicable law. I shall promptly and faithfully comply with all reasonable instructions, directions, requests, rules and regulations of the Event Organizers. I understand that situations may arise during the Event which may be beyond the immediate control of the Event Organizers. I hereby accept responsibility for my own conduct and actions while serving as a Volunteer in connection with the Event.
3. I fully realize and accept that as a result of my participation as a Volunteer during the Event, I may sustain severe and permanent physical or mental injury, property damage, financial loss or other damages. I willingly, expressly and unconditionally assume all such risks and dangers associated with my participation as a Volunteer for the Event, whether known or unknown, seen or unforeseen, directly related to or incidental to the Event and any activity associated therewith.
4. To the fullest extent permitted by law, I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Bruno Event Team, LLC; Barber Motorsports Park, LLC; Zoom Motorsports, LLC; Barber Vintage Motorsports Museum; Barber Motorsports Park 2, LLC; Barber Motorsports Park 3, LLC; The Barber Companies, Inc.; George W. Barber, Jr.; Tram Rental, LLC; Bruno Hospitality, LLC; INDYCAR, LLC; Andersen Promotions, LLC; American Honda Motor Co., Inc.; MPT Operating Partnership, L.P.; and the Event Officials, Sponsors, Promoters and Organizers; any Property Owners, Law Enforcement Agencies or Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated entities, officers, directors, partners, shareholders, members, agents, employees, volunteers, successors and assigns (collectively,

the “Released Parties” or “Event Organizers”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorneys fees) of any kind or nature (“Liability”) arising out of or related to this Agreement or my participation as a Volunteer during the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as the result of such claim.

5. In consideration of and as a prerequisite to my participation as a volunteer, I expressly assume all risks incident to the Event and my attendance at the Event, including risks related to the virus known as COVID-19. I acknowledge that by entering the premises and participating in the Event that there are risks to me and to those with whom I interact of exposure, directly or indirectly, to communicable diseases including but not limited to COVID-19. I acknowledge that COVID-19 is extremely contagious and that despite measures implemented by Event Organizers to help mitigate the risk of transmission, the elimination of risk of exposure and infection to COVID-19 is not currently possible. I assume all such risks and release and discharge the Released Parties from any and all claims for liability for personal injury or illness (including death) or property damage that I may suffer related to the volunteer work or service, whether or not on the premises or at the facility. Volunteers accept full responsibility for the costs of treatment for any illness and/or injury or damages suffered while volunteering in connection with the Event.

6. I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between me and the Event Organizers regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any portion of this Agreement is held to be unenforceable, invalid or overly broad, I agree that the remaining terms and provisions of this Agreement will continue in full legal force and effect.