



### **Release, Waiver and Indemnification Agreement**

I, the undersigned Participant, have accepted your offer to participate in the Robb Report “Car of the Year” event (the “Event”) to be hosted by Robb Report Media, LLC, a Delaware limited liability company (“Robb Report”), at Meadowood Napa Valley and surrounding areas including but not limited to several wineries (the “Venues”) from November 1, 2019 – November 16, 2019. Without limitation, the **Event includes all hospitality, entertainment and activities relating thereto, including without limitation driving, wine tasting, culinary experiences, transportation, hiking and spa activities.** In consideration of the opportunities and benefits resulting from my participation in the Event (“Participation”). I hereby agree as follows:

#### **Waiver**

1. I confirm that no representations or warranties were made to me by Robb Report in relation to the Event, and I have elected to participate in the Event and in any and all activities associated with the Event voluntarily and solely and absolutely in the exercise of my own discretion.

2. I confirm to Robb Report that I: (a) will not participate in any driving unless I am over the age of 25, have a current valid driver's license enabling me to drive motor vehicles in the United States; (b) will not participate in any driving unless I have my own automobile and liability insurance that covers me, my property and third party property to the fullest extent necessary; and (c) am physically and mentally fit to participate in the Event and the activities associated with the Event. I acknowledge and agree that Robb Report will not provide any insurance coverage for me, my property, or any third-party persons or property in relation to the Event.

3. I agree to comply with all applicable laws, rules and regulations of the local jurisdiction, as well as all rules, regulations, directions and instructions of the Venues, Robb Report and such other persons managing and running the Event, and each of the Original Equipment Manufacturers and/or other entities providing any vehicles, and I shall not act in any reckless or negligent manner that will endanger me, any third parties or property, including, without limitation, operating any vehicles and equipment in an unsafe or reckless manner.

4. I fully understand and expressly acknowledge my appreciation of the risks and dangers inherent in my Participation and in the activities associated with the Event, including, in particular, driving and/or riding in any high-performance vehicles, and related activities. I acknowledge that my Participation in the Event and in the associated activities is completely voluntary. In particular, I acknowledge that this Event and my Participation in it may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, the condition of participants and equipment, vehicular traffic and actions of others, including, but not limited to, participants, spectators, staff, organizers and producers of the Event. I understand that these injuries or outcomes may arise from my own negligence or the negligence of others, or from the conditions of the Event location(s), facilities or equipment. Nonetheless, I voluntarily and absolutely assume all risks, including those that are both known or unknown to me, arising from or related to my Participation. I hereby warrant and agree that if at any time I believe conditions to be unsafe for my Participation, I will immediately discontinue my Participation in the Event or in the particular activity associated with the Event which I believe to be unsafe for me.

5. As consideration for being permitted to participate in the Event and the activities thereto, I agree to any test method deemed necessary by Robb Report or any other person or entity managing or running the Event or the Venues for the detection of drugs and alcohol, and that the results of such testing may be released to any third party(ies) and I generally and specifically waive my right to privacy, if any, related thereto. Specifically, I hereby waive and release, intending to be bound for myself, my estate, my executors, administrators and heirs, all rights and claims for damages I may have against the Robb Report Releasees (as that term is defined in Paragraph 7, below) as a result of testing positive for the use of alcohol and/or drugs prior to my Participation in the Event or in any activity associated with the Event. Moreover, by participating in the Event and each activity associated with the Event, I give my consent to undergo the testing procedures and, if any such tests are positive, I understand that I may be disqualified from the pertinent activity in the sole and complete discretion of the Robb Report or any other person or entity managing or running the Event or the Venues.

6. As consideration for being permitted to participate in the Event and the activities thereto, **I HEREBY ASSUME FULL RESPONSIBILITY FOR AND ASSUME ANY AND ALL RISK** of any psychological, emotional, physical and/or any other kind of injury, illness, damage, loss or harm to me, my property and the person or property of any third party that may arise, and for any risk of my death associated with or arising from my participation in the Event and its activities, including without limitation the risk of negligent rescue operations or procedures or breach of any alleged warranty of the Robb Report Releasees (as that term is defined in Paragraph 7, below) with respect to the Event and associated activities ("Loss"). My Participation in the Event and all associated activities is purely voluntary, and I elect to participate in spite of the risks.

7. **I HEREBY RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ROBB REPORT MEDIA, LLC, ANY EVENT SPONSORS** and/or their respective subsidiaries and affiliates, and each of their respective directors, officers, employees, agents, licensees and assigns (collectively, the "Robb Report Releasees") from and against any and all claims, demands, suits, actions, liabilities, damages, costs or expenses (including legal fees and court and administrative costs) of any kind whatsoever ("Costs") that I and/or my assignees, heirs, guardians, legal representatives or anyone on my behalf may now or hereafter have arising or resulting from the Event, the activities associated with the Event and my participation therein. I further release and agree to defend, indemnify and hold harmless the Robb Report Releasees from and against (a) any and all Costs that arise out of any third party claim, suit or action resulting from or relating to any damage or loss of any third party's person or property (including but not limited to death) which damage, injury or loss is directly or indirectly attributable to me during and relating to my participation in the Event, or (b) fines or penalties imposed under any statute, rule, regulation or ordinance in relation to my participation in the Event or use of any third party property during the Event (even where such fines or penalties are caused by a third party). Should the Robb Report Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Release, I agree to defend, indemnify and hold them harmless for all such fees and costs.

8. I hereby irrevocably consent and agree that (a) **I WILL NOT SUE OR MAKE ANY CLAIM AGAINST ROBB REPORT** or any of the Robb Report Releasees, and (b) I forever **RELEASE ROBB REPORT** and each Robb Report Releasee from liability, and **DISCHARGE ALL CLAIMS AGAINST ROBB REPORT** and each Robb Report Releasee, for any Loss resulting from or arising out of my Participation in the Event and all associated activities. To the extent that I suffer any Loss as a result of my Participation in the Event, I agree that my exclusive remedy with respect to such claims shall be to sue or make claims against third parties other than Robb Report or any of the Robb Report Releasees. I hereby designate my address indicated below for service of process in any action or proceeding arising under this Release, Waiver and Indemnification Agreement (the "Agreement"), and waive any U.S. and international treaty provisions with respect to such service of process. Service of process upon me in any action or proceeding arising hereunder may be by registered or certified mail (return receipt requested).

#### **Photography, Video Recording & Personal Data Acknowledgment**

9. I further understand and agree that my name, voice, performance and likeness may be photographed or recorded via any audio or visual means in connection with my Participation in the Event (all of the foregoing, collectively, the "Recordings"). I authorize the Robb Report Releasees to use and distribute the Recordings (in whole or in part, edited as they see fit), including without limitation my name, voice, performance and likeness, through any and all media now known or hereafter devised, for the purpose of editorial, advertising, trade or any other purpose, including without limitation for advertising, marketing and promotion of Robb Report, the Event sponsors and their products and services. I further grant to the Robb Report Releasees the right to use my name and biographical material in connection with the use of the Recordings as set forth above. I hereby release, discharge, waive and agree to hold harmless the Robb Report Releasees from any liability to me or to others by virtue of the use by the Robb Report Releasees, or any of them, of the Recordings, my name, likeness and biographical material as authorized hereunder, including without limitation any claims relating to defamation, invasion of rights of publicity or privacy or otherwise, and I further waive any right to inspect or approve any of the foregoing uses. The Robb Report Releasees are not obligated to use the rights granted in this Agreement.

10. I further understand and agree that Robb Report may combine and use any and all information collected from and about me in relation to the Event and my enrollment and Participation therein, including my name and contact information, for marketing purposes, including sending me promotional emails regarding special offers about products and services including on behalf of third party marketing partners that Robb Report thinks can offer services and products of interest to me. Robb Report also may disclose information that it receives from me and from third party sources to third parties such as sponsors and marketers that want to market products or services to me.

11. Robb Report's rights pursuant to this Agreement (collectively, "Rights") are exclusive, irrevocable, unconditional and may be exercised in any media, now known or later discovered. The Recordings are Robb Report's property as "works-made-for-hire" under U.S. copyright laws as a contribution to an audiovisual work.

**General**

12. In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact:	Contact Relationship:	Phone Number:
_____	_____	_____
_____	_____	_____
_____	_____	_____

13. I acknowledge and agree this Agreement is governed by and is to be interpreted in accordance with the laws of the State of New York, U.S.A., without application of any rules of conflict or choice of laws. I agree that any legal action, proceeding, controversy or claim arising out of or relating to this Agreement shall be brought and prosecuted only in the state and federal courts located in the City and County of New York, New York, U.S.A. By execution of this Agreement, I hereby submit to the exclusive jurisdiction of such courts and waive any objection I may have based on improper venue or inconvenient forum.

14. This Agreement reflects the entire understanding of the parties concerning this subject matter, supersedes any oral understanding or negotiations, and shall bind me and my successors, assigns, heirs, legal representatives, administrators, executors, and guardians. I further agree that this Agreement may not be terminated or modified except by a signed writing acknowledged and agreed to in writing by Robb Report.

15. 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.

16. I agree and understand that the provisions of this 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 other tribunal of competent jurisdiction shall not affect the validity or enforceability of any other provision or portion hereof. The provisions of this Agreement shall be liberally construed to effectuate the purpose of releasing from liability, indemnifying and protecting the Robb Report Releasees. The section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction of this Agreement.

17. I acknowledge that I have carefully read this Agreement, understand its contents, and execute it of my own free will and choice.

18. I acknowledge and agree that Robb Report reserves the right to ask me to leave and to cancel my Participation in and access to the Event or any individual activities comprising the Event if my behavior or appearance is deemed inappropriate or is perceived as a threat to the safety and well-being of other individuals present at the Event or any of the associated activities. Without limitation, I agree that Robb Report shall have the right to revoke my Event access for all or part of any event, including without limitation for any of the following reasons: (a) willful destruction of private property; (b) physical or gross verbal abuse of staff or other guests; (c) refusal to adhere to the rules and policies of a Venue at which an Event activity is held; (d) refusal to adhere to the rules and policies established by Robb Report for the conduct of the Event, or the instructions of the Robb Report staff; and/or (e) engaging in conduct injurious to the reputation of Robb Report or its guests, employees or agents.

Participant's Name: \_\_\_\_\_

Participant's Address: \_\_\_\_\_

Participant's Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_