

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I am participating in a driving event and represent as follows:

- 1. I represent that I am at least 21 years of age and have a valid motor vehicle driver's license which has no restrictions and has not been revoked or expired and which I will present on request, have a good driving record, am in good physical and mental condition, and am not currently taking any medication, drugs, or other substance that would impair my ability to drive safely.
- 2. Any participant under age 21 may only participate as a passenger, and the parent or guardian of any participant under age 21 must sign this release on their behalf.
- 3. I agree to obey and abide by the provisions of all applicable traffic laws and safety rules, including any speed limits at all times while driving and to not ingest any alcohol or other substance that would affect my ability to operate a motor vehicle in a safe manner prior to or while driving and to follow the indicated routes, if any, and to avoid unnecessary stops and deviations from these routes.
- 4. I am solely responsible for any driving or traffic offenses and any resultant penalties or fines that I incur while using the motor vehicle. Any notices received by Rolls-Royce Motor Cars NA, LLC relating to these will be forwarded to me and the relevant parties will be informed as required.
- 5. I will ensure that at all times I will take proper care and drive within my driving experience and limitations and will not at any time disengage any active features of the car.
- 6. I am solely responsible for the consequences of my own conduct and personal safety and for any decision on my part as to my fitness to drive and whether to drive or discontinue driving the car at any time while it is in my possession or under my control throughout the Event.
- 7. I recognize that there is the possibility that through and as a potential result of my participation in this driving/riding event, I could, through no fault of RRMC NA, its representatives, agencies, marketing partners or vendors, contract or be infected by the Covid-19 virus or a similar communicable disease. I agree to indemnify and hold harmless RRMC NA, its representatives, agencies, marketing partners, and vendors, from and against any and all injuries, diseases, and damages to person and property (including, but not limited to, attorneys' fees and court costs) arising in connection with or related to my participation in this event.
- 8. I irrevocably, unconditionally and fully waive any claim for and release and forever discharge Rolls-Royce Motor Cars NA, LLC and its parent companies, subsidiaries, affiliated entities, predecessors, successors and assigns; and all of their respective shareholders, directors, officers, members, employees, representatives, contractors, consultants, insurers and agents (collectively "the Releasees") from all actions, causes of action, complaints, suits, debts, costs, claims, losses, damages and demands whatsoever, which I or anyone acting through, by or on my behalf, now has, or may have in the future, arising from or alleged to arise in any way out of any cause, matter or thing relating to the Event, or my participation or presence at the Event, regardless of the cause or blame, including, without limitation, any negligent act or omission of the Releasees or any of them.
- 9. I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS Rolls-Royce Motor Cars NA, LLC and its parent, subsidiaries, affiliated corporations, authorized dealers and their respective officers, directors, employees, representatives and agents from and against any and all damages, losses, claims, actions, demands and liabilities whatsoever, and from all costs and expenses including, but not limited to, attorneys' fees arising out of or in connection with the use of the motor car at the Event or my participation or presence at the Event.
- 10. I agree to waive, to the maximum extent permitted by law, any statute, ordinance, regulation or requirement of any state or province to the effect that the general release herein does not extend to claims which I did not know or suspect existed at the time I signed this Agreement, which, if I had known, may have materially affected my decision to sign this Agreement; rather, I expressly agree that all such claims or damages are hereby waived and released to the maximum extent permitted by applicable law; and I expressly waive whatever benefits I may have under any federal, state or local law (including, without limitation, Section 1542 of the California Civil Code) that provides 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, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

11. I understand that Rolls-Royce Motor Cars NA, LLC reserves the right to remove me from the vehicle if, in its sole discretion, Rolls-Royce Motor Cars NA, LLC considers my actions to be dangerous or detrimental to other parties.

□ I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

□ I agree and do hereby grant, to the Releases and each of them, the right to take photographs, videotapes, audio tapes or other recordings or likenesses of me during the Event and the right to use such photographs, videotapes, audio tapes, recordings or likenesses in any way, in any medium, for any business purpose, without further consideration or compensation and without limitation as to time or territory.

Please keep me informed, so I can receive:

- Information on products and services which are of interest to me.
- Personalized communications delivered by the method that suits me best.
- Phone calls and or emails from my local Rolls-Royce Motor Cars dealer

□ I would like to receive marketing communications on products, services and events offered by Rolls-Royce Motor Cars NA LLC. I understand these communications may be personalized to me based on my interests, preferences and use of products and services, including invitations to provide customer experience feedback.

□ I would like to receive marketing communications on products, services and events offered from an authorized Rolls-Royce Motor Cars Dealer. I understand these communications may be personalized to me based on my interests, preferences and use of products and services, including invitations to provide customer experience feedback.

VIN: U			
Signature of Participant		Date	
Signature of Passenger			
First Name	. Last Name		
Mobile Phone	Email		
Mailing Street			
Mailing City	Mailing State	Mailing Zip	
Do you currently have a preferred Rolls-Royce dealership? \Box Yes \Box No If yes, please specify:			
Rolls-Royce Dealer Name			
Model of Choice - Please Circle Below			
Phantom	Ghost	Cullinan	Spectre
Black Badge Ghost		Black Badge Cullinan	