

## Car of the Year 2024

### Release, Waiver and Indemnification Agreement

I, the undersigned Participant, have accepted your offer to participate in the Robb Report “**Car of the Year**” event to be hosted by Robb Report Media, LLC, a Delaware limited liability company (“Robb Report”), at The Boca Raton 501 E Camino Real, Boca Raton, FL 33432 & The Concoours Club One Concoours Way, Opa-locka, FL 33054 (the “Venue”) from December 1, 2023 through December 8, 2023 (the “**Event**”). For purposes hereof, the “**Event**” **includes all hospitality, entertainment and activities relating thereto, including without limitation, any and all driving, wine tasting, culinary experience, transportation, and spa activities.** In consideration of the opportunities and benefits resulting from my participation in the Event, 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 am physically and mentally fit to participate in the Event and the activities associated with the Event. If I am participating in any test drives or driving any third-party vehicles as part of the Event, I hereby confirm, as a condition thereto, that I: (a) am over the age of 25, (b) have a current valid driver's license enabling me to drive motor vehicles in the United States; and (c) have my own automobile and liability insurance that covers me, my property and third party property to the fullest extent necessary including up to the levels required by any of the Original Equipment Manufacturers (“OEMs”) providing vehicles for 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 OEMs and/or other entities providing any vehicles or other equipment, 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 or illness, 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 or during my Participation in the Event or any activity relating thereto. 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 Releasees 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, contractors, service providers, agents, licensees and assigns (collectively, the “Robb Report Releasees”), and the Venue(s), employees and contractors of the Venues, any other guests at the Event, track operators, track owners, and car owners 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 illness or death) which damage, illness, 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 (this “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).

9. **COVID-19 Waiver:**

a. I am fully aware of, and will fully comply with, all applicable federal, state and local rules and regulations related to COVID-19. I acknowledge and agree that I have also received a copy of, and will fully comply with, the COVID-19 Policies and Procedures established by Robb Report for the conduct of the Event (the “COVID Policies”), as well as any COVID-19 policies and procedures established by the Venues that are communicated to me.

b. I agree to promptly, accurately and honestly answer any and all health questionnaires provided to me by Robb Report and the Venues. If there is any risk that I have been exposed to COVID-19 or if I am experiencing any symptoms of COVID-19 during the Event I will promptly inform Robb Report. I fully understand that there are dangers, inherent and otherwise, in my Participation in the Event during the COVID-19 pandemic, which is ongoing. I understand that my Participation in the Event may expose me to the risk of acquiring COVID-19 and transmitting it to others. I acknowledge that I am participating of my own free will in the Event and I agree to assume the full risk of contracting COVID-19 which may occur in connection with my Participation in the Event. Specifically, but without limitation, I expressly agree to assume the entire risk of any sickness, infection, or illness, which I may sustain as a result of my Participation in the Event, including but not limited to during my use of facilities in or at the Venues and any negligence on the part of any or all of the Robb Report Releasees, any employees or contractors of the Venues, and any other guests at the Event. I also assume the full risk of transmitting COVID-19 to others.

c. I acknowledge and agree that, as a condition of my participation in the Event, I may be required to either (i) provide proof that I am fully vaccinated for COVID-19 prior to the Event or (ii) undergo a PCR test for COVID-19 within seventy-two (72) hours of the start of the Event and provide evidence to the Company that such test was negative. For purposes of this Agreement, I acknowledge that I am “fully vaccinated” for COVID-19 if (a) two weeks or more have passed since I received my second dose in a 2-dose vaccine series (PfizerBioNTech or Moderna); or (b) two weeks or more have passed since I received my dose of a single-dose vaccine (Johnson& Johnson/Janssen). I understand that the Company will use this information to determine my right to participate in the Event pursuant to the terms of Robb Report’s privacy policy located at <https://pmc.com/privacy-policy/>.

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

10. 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”). Without limiting the foregoing, I understand and agree that Recordings may be obtained while I am an occupant in any vehicles as part of the Event. 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.

11. 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. I understand further that my personal

information may be processed as set forth in the Robb Report Privacy Policy, available here: <https://pmc.com/privacy-policy/>, provided that, to the extent of any conflict, provisions of this Release shall take precedence over the Privacy Policy.

12. 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**

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

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

14. I acknowledge and agree that 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 dispute, claim or controversy arising out of or relating to the Event, my Participation and/or this Agreement, including the breach, termination, enforcement, interpretation or validity of this Agreement (including the determination of the scope or applicability of this agreement to arbitrate), shall be determined by arbitration in New York, New York before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in such rules. The decision of the single arbitrator will be final and the costs of the arbitration will be paid by the non-prevailing party, including, but not limited to, reasonable legal fees and expenses. Either party may enforce the final award in any court of competent jurisdiction in New York County, New York and the parties waive all objections to jurisdiction and venue of such courts. The party seeking enforcement shall, to the extent permitted by applicable law, be entitled to an award of all costs, fees and expenses, including attorneys' fees, incurred in enforcing the award, to be paid by the party against whom enforcement is ordered. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

15. 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.

16. 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.

17. 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.

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 if my Participation in or presence at the Event 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 (including the COVID Policies), or the instructions of the Robb Report staff; (e) engaging in conduct injurious to the reputation of Robb Report or its guests, employees or agents; or (f) exhibiting symptoms of COVID-19 or otherwise presenting a risk of transmitting COVID-19 to other individuals present at the Event or the associated activities, in each case, as determined by Robb Report in its sole discretion.

\* \* \* \* \*

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

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

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

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

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

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