



M A S E R A T I

## WAIVER and RELEASE

In consideration of, and as a condition to being permitted to participate in the Maserati Ride and Drive Event ("Event"), the undersigned ("Driver") for himself/herself, his/her personal representatives, heirs and next of kin, acknowledges, represents and agrees as follows:

1. Driver Representations: Driver represents and warrants that he/she:
  - a. is 25 years of age or older and possesses a currently valid driver's license;
  - b. can see and hear well enough to operate a motor vehicle properly and safely on public roadways and in off-roadway driving and is wearing any eye wear or hearing apparatus if either/both are required to operate a motor vehicle properly and safely;
  - c. will operate the vehicle in a safe manner, observing all traffic laws while on public streets and off-road driving guidelines provided while driving off-road: will properly wear seat belts at all times while in a vehicle in operation, and will follow instructions, recommendations and cautions of the representatives of **(MNA)**, **any authorized Maserati dealer** and their vendors at all times;
  - d. will not be under the influence of any alcohol or illegal drug;
  - e. will not be under the influence of any legal drug which would impair his/her driving ability or to understand or comply with oral or written directions regarding the use of a vehicle, and does not have any physical condition which would impair his or her driving ability to operate the vehicle, nor does Driver have any physical condition which would make participation in a performance drive test an undue risk to Driver, other vehicle occupants or vehicle.
  
2. The Driver hereby acknowledges and agrees as follows:
  - a. he/she is duly aware of the risks and hazards inherent in participating in on-road and/or off-road capability demonstrations, including, but not limited to, "hot lap" performance demonstrations (wherein Driver rides as a passenger in a vehicle driven at a high rate of speed by a professional driver) making up the Event and hereby elects to participate and voluntarily assumes all risk of loss, danger or injury, permanent disability, paralysis and death, that may be sustained by he/she or any loss or damage to any of her/his property. Driver is aware that there may be other risks and dangers not known or readily foreseeable. The driver further agrees and warrants that if at any time she/he is participating in any portion of the Event which she/he deems or believes to be unsafe, that he/she will immediately advise the officials or operators of the Event of such and will leave the area and discontinue participation in that portion of the Event which he/she considers to be unsafe. The Driver expressly acknowledges and agrees that the activities included in participating in the Event are dangerous and involve risk of serious injury and/or death and/or property damage.
  - b. That he/she will only be permitted to participate in the Event if representatives of **MNA, any authorized Maserati dealer**, and/or their contractors determine in their sole discretion that Driver is in compliance with Event guidelines and the representatives' instructions, and is not engaging in any activity which presents any additional danger to herself/himself or others participating in the Event.
  - c. That he/she is aware that in connection with the Event, MNA, any authorized Maserati dealer and/or their contractors may take photographs, make video and/or audio recordings of Driver and other participants in the Event (the "Recordings"). Driver agrees to relinquish all rights, if any, that he/she may have related to and/or associated with the Recordings and acknowledges and agrees that all rights appertaining thereto, including any right, title and interest in or to any present or future copyrights related to the Recordings or any derivative works, as well as any still photos, audiotapes, advertisements, releases, or derivations associated with or related to the Recordings and the Event, shall belong exclusively and unconditionally to and its successors and assigns without payment of any royalties, compensation, fees or consideration of any kind above and beyond the consideration described in the Waiver and Release. MNA shall, now and forever, have the exclusive right, title, and interest to use, edit, display, reproduce, sell, distribute, or otherwise disseminate the Recordings and any derivative works for any commercial or promotional or other purposes and in any manner that it desires.



MASERATI

3. Release by Driver:

Driver hereby releases, waives, and discharges all claims and potential claims against, and covenants not to sue MNA, JPMorgan Chase Bank, N.A., any of their respective subsidiaries, parents, affiliated entities, authorized dealers, third party contractors, officers, employees and agents and facilities (collectively, "Releasees") with respect to any damages, injuries or losses of any kind to the Driver or any vehicle or any property damage or loss to any other party arising in connection with the Driver's participation in this Event and of the Driver's operation or use of the vehicle whether caused in whole or in part by the negligence of Releasees or otherwise, except, with respect to the release of MNA and its authorized dealers, for damages, injuries or losses arising directly from the gross negligence of MNA and such authorized dealers.

4. Miscellaneous

Driver acknowledges that this Agreement and Releases is given in exchange for good and valuable consideration. This Agreement shall be governed by the laws of the State of New Jersey. Ambiguities herein shall not be construed against the drafter. Driver further expressly agrees that the foregoing release and waiver is intended to be as broad and inclusive as is permitted by applicable law, and, if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

CALIFORNIA RESIDENTS

Driver has been made expressly aware of the benefits of Section 1542 of the California Civil Code (if applicable), which provides as follows:

**"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."** Driver hereby waives and relinquishes all rights and benefits which he has or may have under Section 1542 of the Civil Code of the State of California.

I HAVE READ AND UNDERSTAND THIS WAIVER AND RELEASE AGREEMENT AND VOLUNTARILY SIGN IT, AND FURTHER ACKNOWLEDGE AND AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, APART FROM THE FOREGOING, HAVE BEEN MADE, AND THAT I HAVE BEEN OFFERED THE OPPORTUNITY NOT TO PARTICIPATE IN THE PROGRAM IF I DO NOT AGREE.



Driver acknowledges and assumes full responsibility and liability if Driver turns-off, disables or otherwise removes any safety system in vehicles, including, but not limited to, any driver assist systems, adaptive cruise control, blind spot alert, rear cross path detection, lane departure and forward collision warning systems, traction control, airbags, and/or seat belts.

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Phone n. \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Email \_\_\_\_\_ Vehicle owned \_\_\_\_\_

Valid Driver's License Number \_\_\_\_\_ State \_\_\_\_\_ Exp \_\_\_\_\_