

HOLD HARMLESS AGREEMENT

In consideration for the use of the designated storage space ("Designated Space") located at 113 Midway Dr, Sebring Florida 33870, once the Property (as defined below) arrives at the Designated Space until such time the Property is removed from the Designated Space, _____ ("Team") hereby forever releases, waives and discharges Sebring International Raceway, LLC its parent, affiliated and subsidiary companies and their respective shareholders, officers, directors, employees, members, agents, successors and assigns, and Sebring Airport Authority (collectively, "SIR") from any and all liability in connection with said use of the Designated Space, any and all loss or damage, and any claim, or demand on account of property damage, injury or death whether or not it was caused by the negligence of SIR, including without limitation damage to any Team Property.

In addition, Team agrees to pay to SIR a fee for use of the Designated Space in the amount of Five Hundred Dollars (\$500.00) per week, per hauler, which shall be due and payable upon execution of this agreement.

Further, Team shall unconditionally indemnify, defend and hold harmless SIR from and against any and all liability, judgments, losses, damages, reasonable expenses, court costs and reasonable attorneys' fees in connection with, arising out of, and/or directly or indirectly related to (i) any claim of loss or damage to property or of death or injury to persons, resulting from Team's use of the Designated Space; (ii) any claim of damage resulting from the acts or omissions of the Team, and/or (iii) any claim of damage resulting from Team's breach of this Agreement. It is understood that such unconditional promise to defend SIR will include allowing SIR to select, in consultation with Team, reasonable legal counsel necessary to operate on behalf of SIR, at the expense of Team.

Team shall use the Designated Space for temporary storage of race cars, equipment and associated materials ("Property").

Team acknowledges and agrees that all security of Property, including personal property, shall be the sole and full responsibility of the Team.

Team acknowledges and agrees access times to the Designated Space shall be subject to SIR's prior approval.

The obligations and undertakings set forth herein are severable, such that if any provision hereof is found to be invalid or unenforceable, such invalid or unenforceable provision shall not affect the validity or enforceability of the remaining provisions.

Failure to insist on strict compliance with any provision hereof by either party shall not constitute a waiver of compliance with such provision nor preclude either party from demanding strict compliance in the future.

The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Florida, without giving effect to the principles of comity or conflicts of laws thereof. The parties knowingly and voluntarily intend and agree that the mandatory, exclusive venue for any action in any way related to this Agreement or its enforcement shall be in Volusia County, Florida for state court claims, or the U.S. District Court, Central District of Florida for issues of diversity, or federal question.

The undersigned represents that they have the right, power, and legal capacity, and authority to enter into and perform their respective obligations under this agreement, and no approvals or consents of any persons other than the parties hereto are necessary in connection with it.

Accepted and agreed to this _____ day of _____, 2020.

Team:	
Signature:	
Print Name:	

SIR Title:	President & General Manager
Signature:	
Print Name:	Wayne Estes