

RELEASE FORM

Watkins Glen International, Inc. ("WGI") and _____ ("Team") acknowledge and agree that Team has requested and WGI has agreed to allow the parking and storing of race cars ("Property") at the Watkins Glen International facility ("Facility"), on June 27 & 28, 2022, ("License") as well as allowing the team/crew onsite at the Facility to work on said Property.

In consideration for WGI granting the License hereunder, Team agrees to pay WGI the sum of \$waived, which sum shall be due and payable upon execution of this Agreement.

THE FACILITY IS PROVIDED ON AN "AS IS" BASIS, AND WGI MAKES NO REPRESENTATION OR WARRANTY AS TO THE FITNESS OF THE LICENSE AREA FOR TEAM'S PARTICULAR PURPOSES. Accordingly, Team is hereby advised that Team shall be solely responsible for personally inspecting the License Area before commencement of storing of the Property. Team's commencement shall constitute an express acknowledgment by Team that the License Area is safe and adequate for Team's permitted use. Team shall maintain a clean activity area and, upon completion of use, shall restore the License Area to the same condition in which it was found. Team shall be responsible for any and all damage to the License Area and Facility (including without limitation any resources, facilities, premises, or property of WGI) caused by or attributable to Team's activities, and WGI's General Manager or his/her designee shall be the sole judge of the extent of such damage and the necessity of repairs or restoration.

Team agrees to secure and maintain with a reputable company a comprehensive general liability insurance policy (including personal injury and contractual liability), having a combined single limit of at least One Million Dollars (\$1,000,000). Such policy shall name as additional insured the Indemnified Parties (defined below). Team shall secure and maintain throughout the term motor vehicle (including hired, owned, and non-owned) liability insurance on any vehicle to be used at or in connection with the performance of this Agreement, with coverage limits of not less than One Million Dollars (\$1,000,000.00). Team shall secure and maintain (or require the applicable employer to secure and maintain) Worker's Compensation insurance with minimum limits statutory for all states of operation. Partner shall deliver to WGI a certificate of insurance evidencing the above coverage. Such certificate of insurance shall specifically state that the insurance is primary and non-contributory over any other insurance that may be available to an Indemnified Party, and that a waiver of subrogation shall apply in favor of the Indemnified Parties. Should the above described policy(ies) be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

In further consideration for WGI granting the License hereunder, Team hereby forever releases, waives and discharges Watkins Glen International, its parent, subsidiary, limited liability and affiliated companies and their respective shareholders, directors, members, officers, employees, agents, and assigns (the "Indemnified Parties") from any and all liability in connection with said Property for any and all loss or damage, and any claim, or demand on account of injury or death whether or not caused by the negligence of an Indemnified Party.

Further, Team shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all liability, loss, damage, reasonable expenses, court costs and reasonable attorneys' fees in connection with, arising out of 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 Property or activities; (ii) any claim of damage resulting from the acts or omissions of Team's agents or employees, including damage to or loss of Team Property, or (iii) any claim of damage resulting from Team's breach of this Agreement.

The License granted herein is personal to Team and may not be assigned without WGI's written consent. It is specifically understood that this License is an accommodation made by WGI for Team's limited use as described herein. No other party or user shall be permitted to obtain any rights to use the License Area and/or Facility by virtue of this limited grant, it being understood that the prevention of any use of the License Area and/or Facility by any parties not entitled thereto is of substantial importance to WGI. WGI retains all of its rights at law or in equity, including the right to terminate the License in the event of any default by Team which is not cured within thirty (30) days after notice.

Notwithstanding anything herein to the contrary, whether expressed or implied, this Agreement constitutes a license with respect to the License Area, and does not grant any leasehold or any other interest in real property.

The validity, interpretation and performance of this Agreement shall be governed by the laws of the state of New York, without giving effect to the principles of comity or conflicts of laws thereof.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use as the sole and exclusive dispute resolution process available under this Agreement, the following procedures. The parties shall first use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of forty five (45) days, then, upon written notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such award shall provide for the prevailing party to receive reasonable attorney's fees from the losing party and for both parties to be equally responsible for the administrative costs of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The place of arbitration shall be Watkins Glen, New York.

In the event the enforceability of the preceding "Arbitration" provision is challenged by a Party, or if such provision is otherwise deemed unenforceable for any reason, the Parties knowingly and voluntarily agree that the mandatory, exclusive venue for any action in any way related to this Agreement or its enforcement, including without limitation the initial challenge of the Arbitration provision, shall be the state and federal courts in and for Schuyler County, New York. All parties hereby knowingly and voluntarily waive any and all objections to venue and personal jurisdiction in the foregoing, and submit themselves thereto.

Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership or joint venture between the parties, or to create any agency partner relationship between the parties. Neither party shall hold itself out as a partner, joint venturer, agent, or representative of the other under this Agreement.

Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

This Agreement may be executed in counterparts and/or by facsimile. When all of the parties have signed a facsimile or counterparts copy of this Agreement, and each party has in its possession a telefax or other copy or copies of the Agreement collectively containing signatures on behalf of each of the other parties, then this Agreement shall be effective as if a single original had been executed by all of the parties

Accepted and agreed to this _____ day of _____, 2022.

"Team"

"WGI"

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Accepted: _____

On-site contact: _____ Cell Phone: _____

General Info for Teams Staying Post Sahlen's Event – June 27-28, 2022

Gate Hours

- Gate 2 opens each day at 6am and closes at 9:30pm.
- There is no camping at the facility – all persons need to leave by 9:30pm.

Paddock/Garage - Departure

- If you are in the garage for the race weekend, you may stay there. You may also stay Tuesday to work on your car(s) but the garage must be emptied by 3pm that afternoon. (We need time to clean the garage for a Wed/Thu customer that will load into the garage and immediate surrounding paddocks on Tuesday at 6pm.)
- If you're paddocked for the weekend in the WeatherTech paddock, you may stay in place for Monday & Tuesday. Departure is Tuesday from 4:30pm – 9pm or Wednesday 7am – 8am or 12pm – 1pm if you need to use the track cross-over. If you can fit under the 13'5" tunnel, you may leave anytime on Tuesday or Wednesday before 9:30pm.

Fuel / Shipping

- Fuel should be ordered through VP. No fueling or storage of fuel allowed inside of the garage. All fuel needs to be removed after event ends.
- Shipping address: "Your Organization", c/o Watkins Glen International, 2790 County Route 16, Watkins Glen, NY 14891. Regular UPS or FedEx shipments may be picked up at the Operations Center between 8am and 5pm. There is a fee of \$5 per package when picking them up.

