

AGREEMENT AND WAIVER/RELEASE FROM LIABILITY

WAIVER AND RELEASE: In return for being permitted to participate in the Event, as defined below, you agree (for yourself, any minors for whom you are signing, and spouses, heirs, and others) not to sue, and you forever release and waive your rights against, the "Released Persons" from any and all liability for any and all losses and damages, and from any and all claims, suits, demands, actions or rights of actions of any kind, arising from travel to or from the Event, participation in and/or presence at the Event and involving illnesses, personal injury (including death), property damage and economic losses, even if the injuries or damages are caused by any Released Persons or anyone else at the Event. Your waiver and release includes anyone or any entity claiming by, through or under you, by subrogation or otherwise, it being your intent to fully waive and release all subrogation rights. You assume full responsibility for the risk of illness, including but not limited to illness from the COVID-19 pandemic, or any pandemic, bodily injury, death, property damage or other losses due to the negligence of the Released Persons or any other third party or thing while at the Event. You agree to indemnify, defend and hold the Released Persons harmless for all actions or omissions by the Released Persons. You further acknowledge and agree that you do not have permission to use the premises for anything other than my intended participation in the Event and that you will be held personally responsible for any damages to the premises or any property belonging to the Released Persons that occurs as a result of or arises out of your participation in the Event.

If you are driving in a vehicle in the Event, You represent that you are of legal age and possess a valid, unexpired driver's license.

You recognize that anyone not participating in the Event must avoid the designated driving Event area(s).

You recognize that the operation of any motor vehicle is an inherently dangerous activity with a risk of loss of the motor vehicle and injury to yourself. You understand that these risks include, but are not limited to, road surface conditions, debris on roads, varying road widths, curves and other vehicles and pedestrians sharing the roadway.

You agree to stop driving at any time you feel you can no longer safely operate a motor vehicle or if you are instructed to stop driving. You understand that the Sponsor of the Event and its representatives are relying on your representations in allowing you to drive a motor vehicle.

You agree to indemnify and hold harmless the Sponsor of the Event, the Released Persons and their representatives from and against any and all damages to person and property (including, but not limited to, attorneys' fees) arising in connection with or related to your participation in this Event.

EVENTS Date: _____

SPONSOR OF THE EVENT: Motorsports Northeast - MSNE

RELEASED PERSONS ARE: New Meadowlands Stadium Company LLC, Metropolitan Life Insurance , Company and its subsidiaries and affiliates, the National Football League ("NFL"), its member professional teams and clubs including but not limited to New York Jets LLC, the New York Football Giants, Inc., NFL Properties, LLC, NFL Ventures, L.P., Giants Training Facility LLC, Giants Stadium, LLC, Jets Stadium Development, LLC the New Jersey Sports and Exposition Authority, and their subsidiaries, affiliates, divisions, and their officers, agents, board members, employees, staff, sponsors, promoters, vendors, agents, legal representatives, administrators, assigns, heirs, executors, those for whom the NMSC is are acting and those acting with the NMSC's authority and permission, and owners and lessees of the premises.

MARKETING AND PROMOTION RIGHTS: You grant the absolute right and permission to make, reproduce, broadcast or otherwise use your name and likeness, any photograph, films, videos, recordings, or other depictions

or images in whatever form or media of you (or the minor for whom you are signing) in connection with Event throughout the world and in any and all advertising and promotion materials, in any manner or media whatsoever. You have no right of approval or compensation.

PARENT OR GUARDIAN'S FOR MINOR: If you are signing for a minor, you agree to discuss this Waiver and Release with the minor, and you agree that the minor's attendance at or participation in the Event is your choice. You further release and waive any derivative claims that relate to or arise out of your child's attendance at or participation in the Event. You also give permission to use your child's name and likeness for any promotional use.

MISCELLANEOUS: You agree that this Agreement shall be governed and interpreted in accordance with the laws of the State of New Jersey, without giving effect to conflict of law principles. Any controversy or claim arising from or relating to this Agreement and Release will be resolved exclusively in a court located in the State of New Jersey (and each party hereto waives any right to object to venue). If any portion of this Agreement and Release, or application thereof to any person or circumstance, is held invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the parties.

YOU HAVE CAREFULLY READ THIS AGREEMENT AND YOU UNDERSTAND ALL OF ITS TERMS. YOU ARE SIGNING VOLUNTARILY. BY SIGNING YOU GIVE UP MANY LEGAL RIGHTS THAT MAY OTHERWISE BE AVAILABLE.

Name:

Date:

Email Address

Minor's Name (if applicable)