



TERMS OF PARTICIPATION

Event: Fifth Annual 76 Hawaii 'Okakopa Ho'olaule'a

Date: September 30, 2017

This agreement pertains to events of the Hawaii Section of the Mercedes-Benz Club of America, Inc (MBCA) in which I desire to participate, whether as a driver, passenger, official, volunteer, exhibitor or to attend as a spectator or visitor. In consideration for permitting me to participate in or observe the events, which may consist of time trials, autocross, acceleration runs, defensive driving, road rally, exhibits, displays and/or tours or to attend the event as a spectator or visitor, I knowingly and voluntarily agree as follows:

1. I CERTIFY, UNDERSTAND AND AGREE that if I am driving, a passenger or otherwise participating in the events:
 - a. The vehicle I am driving or in which I am a passenger in the events is adequately insured for bodily injury and property damage that will be in effect for the entire duration of the events
 - b. Any participant violating the competition and event rules may be expelled from the event and forfeit all competition privileges.
 - c. When driving onto and within the exhibit field I will keep my speed to less than 5 miles per hour.
 - d. I will not spin my vehicle's wheels anywhere when on the exhibit field and will be responsible for any damages to the lawn or surface.
 - e. I will not race my motor, play loud music or make other excessively loud noises during the event hours while on the exhibit field.
2. I understand and agree that excessive consumption of alcohol or possession or consumption of illegal drugs is strictly prohibited. I agree that alcoholic beverages shall only be consumed within designated areas. I will not bring alcoholic beverages from elsewhere onto the exhibit area.
3. I hereby grant to MBCA and the event organizer the irrevocable and unrestricted right to use and publish photographs and video images of me, or in which I may appear, for editorial, trade, advertising and any other bona fide purposes, in any manner and medium. I hereby release MBCA, the event organizer, the photographer and videographer from all claims and liability relating thereto.
4. MBCA cannot be held liable for cancellation, delays or other lack of performance with respect to the event under any "force majeure" circumstances (including, but not limited to, wars, riots, insurrection, terrorism, acts of God, strikes or labor stoppages).
5. I authorize and consent to treatment, hospitalization and other care rendered to me in the event of my illness, injury or other emergent circumstances that may occur while participating in the event and assume full responsibility to pay for all costs and expenses for any such treatment, hospitalization and care (therefore agreeing to hold harmless and indemnify MBCA and the event organizers therefore).
6. I will keep my exhibit area free of any trash, automobile discharges and the like. I will not operate a grill or other cooking device with an open flame on the exhibit field.
7. If I must leave the event before 5:00 p.m. I will use an escort who will walk in front of my vehicle as I drive through and exit the exhibit field.

HAVING READ THIS TERMS OF PARTICIPATION AGREEMENT, I HEREBY BIND MYSELF AND PERSONAL REPRESENTATIVES, HEIRS AND NEXT OF KIN BY THIS AGREEMENT.