

TERMS AND CONDITIONS:

I am voluntarily attending and participating in the **Algar Ferrari Spring Thaw Road Rally** (the "Road Rally") as a driver, passenger, spectator, or worker for fun and recreation. **IN CONSIDERATION** of being allowed to participate in any way at the Road Rally, I agree to the following terms and conditions:

- I understand that there are hazards and risks associated with the Road Rally that may result in physical injuries or death, including operating a motor vehicle upon public roads. I UNDERSTAND THAT I AM RESPONSIBLE AND ACCEPT THE LIABILITY FOR MY HEALTH AND SAFETY AND THE HEALTH AND SAFETY OF ANY PASSENGERS IN ANY MOTOR VEHICLE OWNED OR OPERATED BY ME (THE "VEHICLE") THAT IS PARTICIPATING OR ASSOCIATED WITH THE ROAD RALLY. I UNDERSTAND THERE IS A POSSIBILITY THAT I AND/OR MY PASSENGERS MAY BE INJURED OR KILLED AT THE ROAD RALLY. I KNOWINGLY AND WILLINGLY ACCEPT THOSE HAZARDS, RISKS, RESPONSIBILITIES AND LIABILITIES.
- I understand that I am the only person responsible for the safety of the Vehicle. I recognize and assume all risk of damage, injury and death that may be caused by a failure of any component of the Vehicle. I represent and warrant that the Vehicle is in safe operating condition at the time of the Road Rally and is fully insured.
- I ACKNOWLEDGE THAT SUCCESSFUL COMPLETION OF THE ROAD RALLY DOES NOT REQUIRE SPEEDING AND I AGREE TO ABIDE BY ALL POSTED SPEED LIMITS AND OTHER APPLICABLE LAWS, HAVING BEEN SPECIFICALLY INSTRUCTED TO DO SO BY THE ORGANIZERS.
- I understand that Avoric LLC d/b/a Algar Ferrari of Philadelphia, its directors, officers, employees, agents, representatives, insurers, underwriters, volunteers, program participants, promoters, sponsors, crew members, consultants, event inspectors and officials, and spokespersons (collectively, "Algar Ferrari") does not assume any responsibility for the actions of, nor provides any insurance for, participants in the Road Rally, including but not limited to, medical, health, liability or disability insurance in the event of injury, illness, death or damage.
- I understand that my participation in the Road Rally is subject to any and all rules, procedures, and regulations for the event and any instructions that I may receive from any official for the Road Rally. I acknowledge that permission granted to me to participate in the Road Rally shall be revocable at any time and for any reason, either before or during the event
- I understand that intoxication or impairment and the use of alcohol or illegal drugs by me or my guest(s) during the Road Rally is strictly prohibited and will subject me and my guest(s) to immediate dismissal from the event.
- I represent and warrant that I am physically fit to participate in this driving event. I am not suffering from any conditions, diseases or disorders or under the influence of any drugs, legal or illegal, that would affect my ability to participate in the Road Rally in a safe and lawful manner.
- I authorize medical personnel to take such action as is deemed necessary or desirable for my welfare if I am sick or disabled, including, without limitation, medical treatment and/or surgery, and I will pay for any and all costs and expenses so incurred in such treatment.

• I grant full permission to Algar Ferrari to use and publish in print or electronically photographs, film or videotape of me, my Vehicle, and any of my Vehicle's occupants, or my or their likeness, with or without my name, my vehicle's name, or my passengers' name(s) for any lawful purposes.

• **CORONAVIRUS/COVID/19:** I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the United States Centers for Disease Control and Prevention and many other public health authorities still recommend practicing social distancing. I further acknowledge that Algar Ferrari cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other drivers, spectators, volunteers, officials, and passengers participating in the Road Rally.

• I HEREBY RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS AVORIC LLC D/B/A ALGAR FERRARI OF PHILADELPHIA, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INSURERS, UNDERWRITERS, VOLUNTEERS, PROGRAM PARTICIPANTS, PROMOTERS, SPONSORS, CREW MEMBERS, CONSULTANTS, EVENT INSPECTORS AND OFFICIALS, AND SPOKESPERSONS FROM AND AGAINST ALL ALLEGATIONS, PROCEEDINGS, SUITS, CLAIMS, DAMAGES, DEMANDS, LOSSES, AND EXPENSES, RELATED TO, ARISING FROM OR OUT OF, OR RESULTING FROM ANY ACTIONS, ACTS, ERRORS, MISTAKES OR OMISSIONS, NEGLIGENCE OR MISCONDUCT RELATED TO MY PARTICIPATION IN THE ROAD RALLY, INCLUDING PERSONAL INJURIES, ILLNESSES, DEATH OR DAMAGE TO OR LOSS OF USE OF PROPERTY.

• I EXPRESSLY AGREE THAT THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO THE RELEASE AND WAIVER OF LIABILITY, SHALL BE BINDING ON MY HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

Participant Full Name (printed): _____

Participant Signature: _____