

**2021 INDYCAR
COMMUNICABLE DISEASE RELATED
HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

In consideration of my ability to compete, officiate, observe, work, provide services, prepare for, attend, or otherwise participate in any way in 2021 in any racing, testing, promotional and/or entertainment or other activities associated with, sanctioned by and/or organized in cooperation with INDYCAR, LLC ("INDYCAR") or occurring at the site of, contemporaneously with or reasonably connected to said activities (including without limitation all 2021 INDYCAR-sanctioned races and tests and/or other events occurring at the same venue) (each an "Event" and collectively, the "Events"), I on behalf of myself, my personal representatives, heirs, next of kin, and assigns, hereby:

- 1. Acknowledgement and Assumption of Risk.** Acknowledge that I am aware that by participating in any way in any of the Events there are risks to me and to those with whom I interact of exposure, directly or indirectly, to communicable disease(s) including but not limited to the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", "COVID-19" and/or any mutation or variation thereof; and I HEREBY EXPRESSLY AND VOLUNTARILY ASSUME the risk that I may be exposed to or infected with a communicable disease from the Events, and that such exposure or infection may involve the RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH. I understand that the risk of becoming exposed to or infected with communicable disease by my participation in any Event may result from the actions, omissions, or negligence of others including, but not limited to, the Released Parties (as defined below). I hereby expressly assume all such risks and dangers whether presently known or unknown;
- 2. Release, Covenant and Waiver.** Voluntarily agree to RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE INDYCAR, Event promoters, track owners and/or licensees, any other sanctioning body or organizers associated with an Event, the Federation Internationale de L'Automobile, Automobile Competition Committee for the United States, FIA, Inc., American Honda Motor Company, Ltd, Andersen Promotions, LLC, Bridgestone Americas Tire Operations, LLC, Dallara, LLC, General Motors, LLC, Honda Performance Development, Inc., Speedway, LLC, Hulman Motorsports Properties, LLC, Penske Entertainment Corp., PMCH Corp. (f/k/a Hulman Motorsports Corporation), IMS Productions, Inc., NTT, Inc., NTT Limited, Cooper Tire & Rubber Company, Global Medical Response, Inc., Red Bull Technology Limited, Ilmor Engineering, Inc., Ilmor Engineering Ltd, Indianapolis Motor Speedway, LLC, Indiana University Health, Inc., Indiana University Health Care Associates, Inc. d/b/a Indiana University Health Physicians, Xtrac, Inc., Performance Friction Corporation, BorgWarner Turbo Systems, Inc., PPG Industries, Inc., Pankl Systems Austria GmbH, ISOCLIMA Group, Motorsports Safety Technology, LLC, Participants (as defined below), and the respective officers, directors, members, owners, successors, assigns, agents, employees, representatives, and affiliates of all of the foregoing (collectively, "Released Parties") from and for any and all claims or liability arising out of any and all Events, including but not limited to the potential for contracting a communicable disease while attending any Event and all injury, illness, permanent disability or death (including without limitation from COVID-19), whether caused by the negligence of the Released Parties or otherwise. I am specifically releasing the Released Parties, individually and collectively, for their negligence in any form. **In signing this release, I FULLY RECOGNIZE THAT IF I BECOME ILL AS AN ALLEGED RESULT OF CONTRACTING A COMMUNICABLE DISEASE AT AN EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY OR ANY OF THEM CAUSED MY INJURY, ILLNESS, PERMANENT DISABILITY OR DEATH BY THEIR NEGLIGENCE.** The term "Participants" shall include any person or entity along with their officers, directors, members, owners, successors, assigns, agents, employees, representatives, and affiliates that are in any way associated or connected with an Event, track premises, testing facilities or other INDYCAR approved locations including but not limited to facility owners, Event promoters, municipalities, racing associations, sanctioning organizations, series organizers, officials, workers, volunteers, entrants, car owners, drivers, pit crew members, safety crew members, medical/rescue personnel, sponsors, manufacturers, suppliers, consultants, designers, broadcasters, advertisers, inspectors, construction contractors, engineers, architects, insurers, and all persons in a restricted area;
- 3. Indemnity.** Agree to INDEMNIFY AND DEFEND AND HOLD HARMLESS the Released Parties and each of them from any loss, liability, damage, and/or cost they may incur arising out of or related to my injury, illness, permanent disability or death or any other associated harm, **including claims as to Released Parties' sole or contributory negligence.** As I am releasing any claim my family, guardian and/or representative, including my estate, might wish to make by reason of my injury, illness, permanent disability or death, this indemnity obligation shall specifically apply to such actions on my behalf and/or any such actions resulting from my injury, illness, permanent disability or death;
- 4. Medical Release.** Understand INDYCAR may, at its discretion, require me to participate in medical testing, examinations, and/or screenings as a condition to my continuing participation in any Event before, during and after the Event, and I agree to fully cooperate and provide accurate information. I affirm that I will not participate in any Event if I am advised against doing so by my physician and/or if I experience symptoms of COVID-19 or have a suspected or confirmed case of COVID-19. I hereby further consent and agree that for the purpose of contact tracing, INDYCAR is permitted to release personal information about me to any government authority upon its request without inquiring about the lawfulness of the demand and without prior notice to me. I further consent and agree that INDYCAR may release personal information about me (including my name) to those with whom I may have had contact for the purpose of informing them of their potential exposure to communicable disease. I hereby agree to waive any and all claims regarding any examinations, screening, testing and/or testing results, regarding release of personal information, and/or related to my exclusion from an Event, in each instance including, without limitation, claims of breach of contract, invasion of privacy and/or breach of confidentiality of information, notwithstanding whether such claims arise from strict liability, sole or contributory negligence, breach of contract, or any other legal theory.
- 5. Other.** Agree that if any portion of this Agreement is held invalid, the remainder of the Agreement shall continue in full legal force and effect with such modifications to allow the remainder of claims to be waived, released, and indemnified against. The rights granted in this Agreement are in addition to any rights granted by me in any other agreements. This Agreement in no way limits or reduces the parties' rights and obligations under other obligations or agreements including without limitation any and all release agreements, licensing agreements or other arrangements. This Agreement is to be interpreted and enforced under the laws of the State of Indiana.

I HAVE READ THIS COMMUNICABLE DISEASE RELATED HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

ALL SECTIONS MUST BE COMPLETED

Name: _____			
Last	First	Middle	
Address: _____			
City	State	Zip	Country
Date of Birth: _____			INDYCAR Member #/Hard Card # _____
(month/day/year)			

Signature: _____ **READ! THIS IS A LEGALLY BINDING DOCUMENT**

Date Signed: _____