

Cheese Wheel 450 Disclaimer

The Cheese Wheel, Inc. organized driving events are not races, speed competitions or contests, drag race or acceleration contests, test of physical endurance, exhibition of speed or acceleration or for the purpose of making a speed record. Participants are not to compete with other drivers in any manner. In particular, participants must not race, and are prohibited from making bets of any kind in relation to the event. Participants must drive safely and with proper courtesy to all other participants and members of the public. Participants must comply with all applicable laws and regulations of the road and the laws relating to the road worthiness of your vehicle. Please note that ANYONE caught disobeying these guidelines during an event will be excluded from further participation immediately and will be banned from any future events at the discretion of Cheese Wheel, Inc. No refunds will be made, and all privileges will be withdrawn. Participants also need to carry a valid driver's license.

By signing this Cheese Wheel Event Disclaimer you enter into this agreement (the "Agreement") with Cheese Wheel, Incorporated (CW, Inc.). In consideration of the premises, representations and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cheese Wheel, Inc., the undersigned ("I") hereby agree as follows:

- 1) I have been informed and understand any CW, Inc. event and that my name, likeness, image, voice, appearance and/or performance may be recorded prior, during, and after the event for promotional purposes (Productions).
- 2) I hereby grant CW, Inc. and its assignees the right to use my name, likeness, image, voice, appearance, and performance and my vehicle as embodied in the Productions along with all necessary clearances whether copyright, trade or otherwise. This grant includes without limitation the right to publish, edit, to broadcast or re-broadcast the Productions in whole or part as CW, Inc. may elect by whatever means including videogram, broadcast, cable, internet, satellite, print or any other means now known or to be developed in the future. I further agree that my name, likeness, image, voice, appearance and performance may be used in connection with publicity and marketing for the Productions. CW, Inc. or its assignees shall have complete ownership of the Productions in which I appear, including copyright interests, solely in such Productions, and I acknowledge that I have no interest or ownership in the Productions, its copyrights or trademarks. I understand that I will not receive any pecuniary compensation for the rights granted herein.
- 3) I warrant that I have the right to enter into this Agreement, that I am not restricted by any commitments to other parties, and that CW, Inc. has no financial commitment or obligations to me as a result of this Agreement. I expressly release and indemnify CW, Inc. and its managers, officers, employees, agents and assignees from any and all claims known and unknown arising out or in any way connected with the above granted uses, warranties and representations. The rights granted CW, Inc. herein are perpetual and worldwide.
- 4) I understand that there will be motor vehicles present at this event. I further understand that the presence of these motor vehicles brings risk. I willingly and without any reservation assume said risk and release CW, Inc. from any associated claim. This includes, but is not limited to, damage to my own or other's motor vehicles, property, etc. If I should bring a co-driver(s) to this event, I shall be completely responsible for the actions of those individuals including, but not limited to the above mentioned for drivers. If my actions or those of my co-drivers should cause a claim to be brought against CW, Inc. in any legal action, I agree to indemnify CW, Inc. for any cost including any judgment against CW, Inc. as well as reasonable attorneys' fees. In addition, I indemnify CW, Inc. for any damages that I, my co-drivers, or my motor vehicle may cause to the venue of the event.
- 5) Jurisdiction over this Agreement shall be in courts physically located in the County and State of Wisconsin, and agree that jurisdiction over this release shall be in courts physically located in the County and State of Wisconsin.
- 6) In the event that any part of this Agreement are held to be unenforceable, that part of the Agreement shall be held to be severable and the rest of the Agreement shall remain binding.

I have read the foregoing and understand its terms and stipulations. By signing this Agreement I agree to all of them.

Driver:
SIGNATURE: _____

DATE: _____

Co-Driver:
SIGNATURE: _____

DATE: _____

(additional passengers sign and date below)

Disclaimer signing will be done at check-in