

RELEASE

This Release (the "Release" or this "Agreement") is entered into on the date indicated below by the person identified in the signature block below ("Participant"). Participant will be attending and/or participating in a video production, photography shoot, or performance and evaluation of a vehicle conducted or produced by TEN: The Enthusiast Network, LLC (the "Event").

RECITALS

WHEREAS, as a condition of being present at the Event, Participant has agreed to enter into this Release.

NOW, THEREFORE, in exchange for the mutual promises made herein, and for other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

1. Definitions

(a) "Event Parties" means collectively the following entities and their respective parent companies, subsidiaries, affiliates, and each of their respective officers, directors, shareholders, members, managers, employees, agents, and assigns: (i) TEN: The Enthusiast Network, LLC ("TEN"); (ii) any sponsors of the Event; (iii) the agencies representing any sponsors or clients of the Event; (iv) all vendors and subcontractors engaged by TEN in connection with the Event; and (v) the owner of the property used for the Event.

(b) "Footage" means collectively all video, video tape recordings, film, photographs, digital photographs, and all other digital assets that depict or record the Event and/or Participant's presence at the Event.

2. License Rights. In connection with Participant's presence the Event, Participant hereby grants to TEN the irrevocable, world-wide, perpetual, transferable and sub-licensable, and royalty free right and license to: (i) photograph, videotape, and otherwise record Participant's presence at the Event; and (ii) use, reproduce, distribute, and publicly display Participant's name, likeness, image, and voice as captured in the Footage in connection with the use, distribution, reproduction, and/or other commercial exploitation of the Footage by TEN or other Event Parties.

3. Assumption of the Risk/Release of Liability. Participant understands that his/her presence at the Event involves inherent risks that could lead to bodily injury and potentially death. Participant undertakes the foregoing risks knowingly and voluntarily. To the maximum extent permitted by applicable federal or state law, Participant, and Participant's successors, heirs, and assigns, hereby release the Event Parties from any and all claims, causes of action, actions, disputes, liabilities, or other legal controversies, whether in law or in equity and regardless of the theory of liability, arising out of or related to Participant's presence at the Event, including without limitation all claims for personal injury, wrongful death, product liability, and negligence. If Participant is not comfortable with the release of claims effected by this Section 3, Participant should not be present at the Event.

4. Miscellaneous Provisions. This Agreement cannot be amended, modified or changed in any way whatsoever. This Agreement shall be governed by and interpreted in accordance with the laws of the state of California without regard to the principles of conflicts of law and all actions arising hereunder shall be brought exclusively in the state or federal courts in or for Los Angeles County, CA. In the event of any action, suit or proceeding arising out of or related to this Agreement, the prevailing party in such litigation shall be entitled to recover its attorneys' fees incurred in connection with such litigation. In the event that any provision in this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

IN WITNESS WHEREOF, Participant has signed this Release on the date set forth below.

PARTICIPANT

By: _____

(signature)

Date: _____

