

**GREAT AMERICAN STOCK CAR/GASS SERIES**  
**RELEASE AND WAIVER, AGREEMENT NOT TO SUE,**  
**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND**  
**DRIVER/PARTICIPANT AGREEMENT**

This Agreement dated as of \_\_\_\_\_, 2010, is between GASS Holdings, Inc., a Delaware corporation (“GASS”), and \_\_\_\_\_, an individual residing in the state of \_\_\_\_\_ (“I”, “me”, “my”, “Driver”, “Participant”) in connection with Driver’s participation in the “Great American Stock Car Series” a series of stock car races produced by GASS, which may be recorded and broadcast as an original audio-visual cable television series entitled “GASS (Great American Stock Car Series)” (collectively, the “Series”) and such other additional audio-visual television series that may arise or result from the Series. GASS reserves the right to modify or alter the name and title of the Series in its sole discretion, in which event, the terms of this Agreement shall remain in full force and effect. In consideration of and as an inducement to GASS entering into this Agreement and considering me as a Participant in the Series, I am making the representations, warranties, disclosures, covenants and agreements described below. If any disclosure, representation or warranty is false or misleading or if I breach any covenant or agreement made in this Agreement or any other form, agreement, application, questionnaire or release in connection with the Series, GASS may remove me from the Series, and GASS may make any explanation, announcement, on-air or otherwise, GASS or the network broadcasting the Series (the “Network”) may choose. I deem it to be in my best interest to enter into this Agreement and I am signing this Agreement voluntarily, knowingly and of my own free will.

I UNDERSTAND THIS IS AN IMPORTANT LEGAL DOCUMENT RELATING TO MY PARTICIPATION IN THE SERIES, AND BY SIGNING THIS DOCUMENT I AM WAIVING LEGAL RIGHTS I MAY HAVE AGAINST GASS AND ITS AFFILIATES, NETWORK, BROADCASTERS, SPONSORS OF THE SERIES AND OTHERS.

Accordingly, GASS and I agree as follows:

**I. DISCLOSURES AND ACKNOWLEDGEMENTS:**

A. I agree to pay the Participant Fee set forth on Schedule A and have been advised of and agree to the proposed distribution of the Series Purse, if any, set forth on Schedule A. I agree to take part as a Participant in the Series as and to the extent required by GASS on such dates and at such locations as GASS shall designate in its sole discretion. I understand that races, practice sessions, interviews, meetings and the like are or may be scheduled to take place in Portland, Oregon and other locations throughout the United States (the “Location(s)”) during or after the Series. As a Participant in the Series, I, my actions, voice and likeness during the pre-production period and on Location during production may be filmed and recorded for the Series during reasonable hours on a daily and weekly basis, and I hereby consent to such videotaping, filming or recording and knowingly and voluntarily waive any privacy rights I may have, regardless of whether I am aware that recording of my actions and conversations is taking place. I also agree to make reasonable efforts to attend all races, practice sessions, interviews and meetings required by GASS in connection with my preparation for participation in the Series. I further agree to make reasonable efforts to be available and to participate as, when and where GASS may require in connection with publicity, interviews and similar matters (e.g., to appear on news shows, talk shows and other programs, and to make other appearances as required by GASS) in connection with the Series as, when and where designated by GASS in its sole discretion.

**B. Knowledge of Series Nature and Content and Agreement to Comply with All Rules, Directions, and Instructions:** I am familiar with the nature and concept of the Series. I understand that the Series is a stock car racing series, potentially coupled with a reality television show, is not a game show, and will be produced for entertainment purposes. As a Participant in the Series, during the period of production, including any extensions scheduled at GASS's sole and absolute discretion, I will be expected to participate in all races, practice sessions and meetings. I agree that before, during and after each race, practice session and meeting I will make myself available to be interviewed and will make observations concerning my experiences and thoughts related thereto. I have voluntarily applied to participate in the Series. I agree to follow all of GASS's rules, directions and instructions in all matters (including Participant selection and decisions regarding the creation and implementation of terms, conditions and rules governing the Series). I further acknowledge and agree that all Series rules are subject to change by GASS, in GASS's sole discretion, at any time including, without limitation, while I am participating as a Participant in the Series and that GASS's decision(s) on all matters relating to the Series and my participation therein (including Participant selection, the activities in which the Participants partake, and the manner in which the Series is produced) shall be final and binding. In addition, if any activity in connection with the Series is halted for any reason, I shall abide by GASS's decision regarding the resumption of the activity. I understand that GASS reserves the right, in its sole discretion, to change, add to, delete from, modify or amend the terms, conditions and rules affecting the conduct of the Participants in the Series, and the Series activities. Any actual or alleged consequences of my following such rules, directions and instructions shall be included within the matters released and indemnified by this Agreement.

**II. Knowledge of Nature of Activities and Attendant Risk of Injury:** I understand and acknowledge that race cars, auto racing and any other activities on the raceway may be dangerous and may involve risks which include, but are not limited to, bodily injury, partial or total disability, paralysis and death. I also understand and acknowledge that the social and economic losses or damages which can result from those risks and dangers can be severe and that not all such risks and dangers may be known or reasonably foreseeable at this time. I represent and warrant that I am at least 45 years old and in good health and accept the responsibility for losses or injuries to myself resulting from all such risks and dangers involved in participation in the Series. I agree to take appropriate precautions for my own safety and that of others when participating in the Series and further agree that, before participating in any race or practice session, I will inspect the equipment, including but not limited to the race car, my helmet, seat restraint and racing suit and, if I believe anything is unsafe, I will immediately advise the person in charge of that unsafe condition and will refuse to participate. I understand and acknowledge that any injuries allegedly resulting from my participation in the Series are hereby specifically included within the matters released under paragraph VI below and indemnified against under paragraph VI below. I further acknowledge GASS will not pay for any medical or other treatment expenses should I become sick or injured and I must look to my own insurance to cover the cost of any medical or other treatment expenses I incur. I represent I know of no reason, medical or otherwise, why I should not participate in the Series.

**A. Knowledge of Potential Embarrassment and Surprises:** I acknowledge that interviews on or in connection with the Series may consist of another Participant and/or my statements about other Participants, personal relationships and, perhaps, the opinions and statements of my family and/or friends and other people connected with the Series, and that some of these statements and/or statements by the narrator or host of the Series, GASS or GASS's employees or agents or others may be considered surprising, humiliating, embarrassing, derogatory, defamatory, or otherwise offensive or injurious to me, the viewing audience, GASS or GASS's employees or agents and/or other third parties. Any such statement or statements by me and any injuries allegedly caused thereby are hereby specifically included within the matters released under paragraph VI below and indemnified against under paragraph VI below. Further, any such statement or statements by another Participant (if any), the viewing audience, the Series narrator or host, GASS or GASS's employees or agents and/or other third party are hereby specifically

included within the matters released under paragraph VI below. I acknowledge that I may receive driving or technical advice and training from GASS or GASS's employees or agents or others during the course of my participation in the Series. I am free to reject any such advice in whole or in part, and should I follow all or any part of such advice, I shall do so entirely at my own risk. Any actual or alleged consequences of my following such advice or training shall be included with the matters released under paragraph VI and indemnified under paragraph VI below.

**B. Equipment and Services Furnished by GASS to Participants:** I understand that GASS, directly and/or through independent contractors or affiliated companies, will provide various services and equipment in connection with the Series and its Participants. These services and equipment may include, but are not limited to: transportation to, from and around the Location(s) of the Series, and equipment and outfitting for Series events (including the race car, racing gear and related equipment). I acknowledge that neither GASS nor any contractor or employee providing equipment or services in connection with the Series has made any warranties whatsoever with respect to equipment or services which they furnish in connection with the Series or which the Participants may otherwise use, and that there are no warranties of any kind from anyone regarding the fitness or suitability of any equipment or services for use for any purpose in connection with the Series. I hereby waive any right I might otherwise have to warnings or instructions regarding any aspect of the Series or the equipment or services utilized in connection therewith. I further understand and agree that I am solely responsible for obtaining and paying for any life, travel, accident, property or other insurance I may desire in connection with any activities I undertake on or in connection with the Series, and GASS is not responsible for providing such insurance.

**III. Grant of Rights; Ownership of Materials and Series:** All rights which I have granted hereunder are referred to hereafter collectively as the "Granted Rights." It is understood and agreed that the Granted Rights may be used in any manner and by any means, whether now known or unknown, throughout the universe and either factually or with such portrayal, impersonation, simulation, imitation or other modification, in whole or in part, as GASS, its licensees, successors, and assigns determine in their sole unfettered discretion. GASS may freely license or assign any or all of the Granted Rights. Notwithstanding the foregoing, I agree and acknowledge that neither GASS nor the Network shall have the obligation to exercise any of the Granted Rights (the exercise of such rights to be in GASS's and Network's sole and absolute discretion). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, with full knowledge, I hereby grant to GASS the following exclusive, perpetual and irrevocable rights (the "Granted Rights"):

**A. Name, Likeness, Etc.; Promotional Activities:** The unconditional right throughout the world in perpetuity to use, simulate or portray (and to authorize others to do the same) or to refrain from using (and prevent third parties from using), simulating or portraying, my name, likeness (whether photographic or otherwise), voice, personality, personal identification or personal experiences (including, without limitation, whether I am aware or unaware of such photographing, videotaping, filming or recording, and by requiring me to wear a microphone), my life story, biographical data, incidents, situations and events which heretofore occurred or hereafter occur (collectively "Publicity Rights"), including without limitation the right to use, or to authorize others to use any of my Publicity Rights on or in connection with the Series (or any episode, pilot episode, video footage, still or moving images or any content or portion thereof related to the Series regardless of when created) and the distribution, exhibition, advertising, promoting or publicizing of the Series or any Series episode by GASS, the Network, its operations, activities or programming services and with any merchandise, tie-in, product, or service of any kind where such use is made in conjunction with a reference to the Series by GASS, the Network, or any of its programming services, but not so as to constitute a direct endorsement of any other product or service. I hereby grant to GASS the exclusive right to control, assert and enforce against third parties any claims or causes of action relating to or arising from the use of my Publicity Rights on or in connection with the Series (or any episode, pilot episode, video footage, still or moving images or any content or

portion thereof related to the Series regardless of when created) in GASS's sole discretion and regardless of whether such use occurred prior to or following the Effective Date of this Agreement. I understand that, on and in connection with the Series, I may reveal and/or relate, and other parties (including, without limitation, other Participants, GASS and the host or narrator of the Series), may reveal and/or relate information about me of a personal, private, intimate, surprising, defamatory, disparaging, embarrassing or unfavorable nature, that may be factual and/or fictional. I further understand that my appearance, depiction and/or portrayal in the Series and my actions and the actions of others displayed in the Series, may be disparaging, defamatory, embarrassing or of an otherwise unfavorable nature and may expose me to public ridicule, humiliation or condemnation. I acknowledge and agree that GASS shall have the right (a) to include any such information and any such appearance, depiction, portrayal, actions, and statements in the Series as edited by GASS in its sole discretion, and (b) to broadcast and otherwise exploit the Series containing any such information and any such appearance, depiction, portrayal or actions. The waivers, release and indemnities in this Agreement expressly apply to any such inclusion and exploitations. I hereby consent to GASS's filming, taping and/or recording of me for use in and in connection with the Series and agree to cooperate fully with GASS in such activities. I acknowledge and agree that GASS will be the sole and exclusive owner of all rights and material filmed, taped, and/or recorded pursuant to this Agreement.

**B. Participant Personal Photographs, Film and Video:** I understand and agree that during Series production I shall not, under any circumstances, shoot or take any photographs, film or video without obtaining GASS's prior written approval. If I have previously developed said film or video, I shall provide GASS with all of such exposed film (negatives and prints) or video for GASS's and the Network's use in the Series as a Granted Right, the advertising and promotion of the Series and any and all ancillary uses of the Series (e.g., books, calendars, videos, CD-ROM). GASS and the Network shall be entitled to retain possession of the film or video. I understand and agree that no compensation, payments, residuals, reuse fees or otherwise shall be made to me with respect to GASS's or the Network's use of such photographs, film or video and I shall not have the right to exhibit, distribute or exploit such photographs or film.

**C. Ownership of Rights:** Without limiting any of the rights I have granted herein, I acknowledge and agree that all of the results and proceeds of my granting of rights hereunder (collectively, the "Materials") including, without limitation, all artistic, literary, dramatic, musical, photographic (still or moving, taken during the Series preparation, pre-production or production period) and other materials which I may create or furnish hereunder, are being specifically commissioned by GASS as a contribution to an audiovisual work and, accordingly, the copyright (and all renewals and extensions thereof) and all other proprietary rights, title and interest in such Materials shall be owned by GASS as the author or such Materials, which shall be considered "works-made-for-hire" pursuant to the United States Copyright Act. If any of such Materials are not deemed "works-made-for-hire," I hereby assign to GASS the entire copyright and all other rights in and to such Materials (and where any such Materials are not in existence at the date hereof, by way of present assignment of future copyright), throughout the universe for the full period of copyright and all renewals and extensions thereof, and thereafter for the maximum period permitted by law. Without limiting the foregoing, GASS shall have the exclusive right to copy, reproduce, change, add to, delete from, translate, distribute, transmit, exhibit, advertise, use and otherwise exploit the Materials or any part thereof, to make or authorize any ancillary use thereof (including, without limitation, the distribution or licensing of the Materials for syndication, commercial and non-commercial publishing, print publication, home video, sound recordings, internet/on-line and merchandising) and to advertise and promote the foregoing, in perpetuity throughout the universe by any and all means and in any and all media whether now or known or hereafter invented or devised (including without limitation television (whether free, pay, cable, satellite or otherwise), theatrical, non-theatrical, cassettes, disc, and other home video devices, the Internet and other on line or computer-assisted media and print media) and to authorize others to do any of the foregoing. GASS shall have the right to make

any use it desires of any Materials (including, without limitation, the Series and my performance in the Series or the Materials), without payment of any compensation. All materials which I use in connection with the Series shall be subject to GASS's prior approval. I hereby waive unconditionally and irrevocably the benefit of any provision of law known as "Moral Rights" or similar laws now or hereafter prevailing in any part of the world which might otherwise apply to the Materials and I will not assert any Moral Rights against GASS or the Network. The Materials and all rights therein, including, without limitation, any so-called rental and lending rights pursuant to any European Economic Community ("EEC") directives and/or enabling or implementing legislation, laws or regulations enacted by member nations of the EEC, shall be the sole property of GASS and may be distributed, exhibited, broadcast and otherwise used and/or exploited, in whole or in part, in perpetuity, in any manner and through any media as GASS may elect. I agree that any telecast or other exploitation of the Materials or any rights therein, whether as part of the Series or otherwise, will not entitle me to receive any compensation.

D. **Public Domain Material:** Nothing in this Agreement shall ever be construed to restrict, diminish or impair the rights of either GASS or the Participants to utilize freely, any work, or media, any story, idea, plot, theme, sequence, scene, episode, incident, name, characterization or dialogue which may be in the public domain, from whatever source.

#### IV. **CONSIDERATION/PUBLICITY/EXCLUSIVITY:**

A. **Consideration:** As a Participant on the Series and provided that I am not in breach of this Agreement and that GASS has not discontinued or suspended my participation in the Series, GASS shall, as consideration for my participation and all rights I have granted hereunder to GASS in connection herewith, furnish me throughout the Series production period with a race car and racing gear, and other good and valuable consideration, the receipt of which I hereby acknowledge. I acknowledge and agree that the applicable consideration expressly set forth in this paragraph IV.A shall be in full consideration of my grant of rights and participation in the Series. GASS shall have no obligation to utilize my participation in the Series. Further, GASS shall have no obligation to produce or exhibit the Series or to use or otherwise exploit the results and proceeds of my participation in the Series. I agree that my appearance as a Participant in the Series does not constitute a performance within the parameters of a performing arts union or guild and under no circumstances will any compensation (other than that specifically referenced above), such as payment, residual, royalty, reuse or similar payments, be payable to me or on my behalf regardless of the manner and the extent to which GASS or the Network elects to exploit the Series or the results and proceeds of my services hereunder.

B. **Publicity and Promotion:** From the date of this Agreement and continuing for twelve (12) months following the date on which the final Series episode is first broadcast, if and when requested by GASS, I agree to be available, subject to existing professional and reasonable personal commitments, for publicity interviews, publicity photograph sittings, autograph sessions, still photographs, on-the-air and other publicity activities.

C. **Cooperation and Access:** I hereby agree to grant GASS access to any place, to the extent within my control, and to cooperate fully with GASS in obtaining access to other places involved with me or my services in the Series. Such access shall be reasonable in frequency and limited to reasonable hours on a daily and weekly basis. If required, I further agree to cooperate fully with GASS in obtaining access to, and executed releases from, other persons, including my spouse, siblings and friends. I shall provide such executed releases to GASS within three (3) days after GASS tapes, shoots or records any such material that may require such a release.

D. **Exclusivity:** I agree that for a period commencing on the date of this Agreement and concluding one (1) year after the date of the initial broadcast of the final Series episode, I shall not appear on or

authorize production of or participate in any way with any other television programming, radio programming, print media, on-line services, or any other media outlet now known or hereafter devised (including, but not limited to the internet (including chat rooms, message boards, etc.)), or in any commercials or advertisements without GASS's and the Network's prior written consent, which shall not be unreasonably withheld. I understand and agree that my exclusivity obligations hereunder apply whether or not I am selected to participate in the next series arc of the Series (I understand that GASS may continue to consider me for other Series arcs during the above-referenced one (1) year period).

V. **ACKNOWLEDGMENT AND ASSUMPTION OF RISK:**

A. **Knowledge, Awareness, and Assumption of Risks of Personal Injury and Property Loss:** I am aware that the Series involves racing automobiles at high speeds, an inherently hazardous activity. I am voluntarily participating in the Series and related activities with full knowledge, appreciation and understanding of the dangers and personal risks involved. I hereby agree to accept any and all risks attributable to my participation in the Series, including but not limited to, illness, serious personal injury, death and/or property loss.

B. **Right to Withdraw:** I acknowledge that I always have the option to discontinue my participation in the Series and to withdraw as a Participant from the Series at any time (whether because of GASS's disclosures to me or for any other reason), subject to the reasonable time and logistic restraints necessary to assist me if I withdraw while on location. I also acknowledge that GASS may provide additional disclosures to me regarding the various risks to which I might be subjected in connection with my participation in the Series and that GASS may ask me to sign additional releases and waivers relating to those risks. I understand that if I refuse to sign any such releases and waivers which GASS requires or if I elect to withdraw from the Series, then I can no longer participate in the Series and I forfeit any consideration to which I might be entitled and will not receive a refund of any portion of my Participation Fee. I understand and agree that no such discontinuation or withdrawal will affect any of the rights I have assigned to GASS or any of my covenants, agreements, waivers, releases or indemnities in this Agreement.

C. **No Representations or Warranties from GASS:** I acknowledge that GASS has made no representations or warranties of any kind whatsoever to me regarding other Participants, including but not limited to the driving abilities of such other Participants. I understand and acknowledge that GASS has no duty to conduct such investigation. I further understand and acknowledge that GASS cannot control, and is not responsible for, the events which transpire, or allegedly transpire, during any races, practice sessions, meetings or during any other interaction between myself and other Participants or any other person on the Series. I EXPRESSLY AGREE AND AFFIRM TO GASS THAT I WILL CONDUCT MYSELF WITH THE CARE, GOOD JUDGMENT AND DISCRETION THAT I WOULD ORDINARILY EXERCISE IN SIMILAR SITUATIONS. I agree that any injuries, damage or harm allegedly suffered by me in connection with my participation in the Series, any other interaction between myself and other Participants or any other person on or connected with the Series, or any other activity in connection with the Series, are hereby specifically included within the matters released under paragraph VI and indemnified against under paragraph VI.

D. **Knowledge of and Assumption of Other Risks:** I acknowledge that the foregoing is not an exhaustive list of the risks, hazards and dangers I will be exposed to as a result of my participation in the Series. I voluntarily and freely accept and assume these and all such other risks, hazards and dangers I may encounter or be exposed to and understand and acknowledge that the waivers, releases and indemnities in this Agreement expressly apply to these risks, hazards and dangers.

## VI. RELEASES, WAIVERS AND INDEMNIFICATIONS

A. **Definition of “Releasing Parties”**: As used in this Agreement, the term “Releasing Parties” means and refers to each of me, my heirs, next of kin, spouse, guardians, legal representatives, executors, administrators, successors and assigns.

B. **Definition of “Released Parties”**: As used in this Agreement, the term “Released Parties” means and refers to each of GASS, Chris Evans, Inc., the Network and their respective parents, subsidiary entities, affiliates, successors, licensees and assigns, and their respective directors, officers, employees, agents, contractors, partners, shareholders, attorneys, representatives and members.

C. **Waiver of All Claims and Suits; Released Claims**: I and the other Releasing Parties hereby irrevocably agree that I and the other Releasing Parties will not sue or claim against any of the other Participants in the Series or the Released Parties for any injury, illness, damage, loss or harm to me or my property, or my death, howsoever caused, resulting or arising out of or in connection with any defect in and/or failure of equipment, warnings or instructions, or my preparation for, participation and appearance in the Series or activities associated with the Series. In addition, I and the other Releasing Parties hereby unconditionally and irrevocably release and forever discharge each of the other Participants in the Series and the Released Parties for, from and against any and all claims, liens, agreements, contracts, actions, suits, costs, attorney’s fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden arising out of or in connection with my preparation for, participation and appearance in, or withdrawal from the Series, the races, practice sessions, or other activities associated with the Series or the production and exploitation of the Series, including, without limitation, claims for any injury, illness, damage, loss or harm to me or my property, or my death (collectively, the “Released Claims”). The Released Claims shall include, but not be limited to, those based on negligence or gross negligence of any of the Released Parties, the Series production staff, or any of the other Participants in the Series, products liability, breach of contract, breach of any statutory or other duty of care owed under applicable laws, libel, slander, defamation, invasion of privacy, publicity or personality, negligent or intentional infliction of emotional distress and infringement of copyright.

D. **Indemnification**: I and the other Releasing Parties irrevocably agree to defend, indemnify and hold harmless GASS, Chris Evans, Inc., the Network, their parent, subsidiary and related companies, and their officers, directors, employees, agents, attorneys, licensees, successors, and assigns for, from and against any claims, loss, penalty, liability, cost and expense, including without limitation reasonable legal fees, arising out of any actual or threatened breach of this Agreement.

E. **Assumption of Risk of Unknown or Undiscovered Facts, Claims or Defects, and Release of Released Parties**: I and the other Releasing Parties acknowledge that there is a possibility that after my execution of this Agreement, I or they will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed and which, if known by me or them at that time, may have materially affected my or their decision to execute this Agreement. I and the other Releasing Parties acknowledge and agree that by reason of this Agreement, and the release contained in the preceding paragraphs, I and the other Releasing Parties are assuming any risk of such unknown facts and such unknown and unsuspected claims. This release shall constitute a full release in accordance with its terms. I and the other Releasing Parties acknowledge and agree that this release is an essential and material term of this Agreement, and without such release GASS would not have accepted this Agreement or my participation in the Series. I and the other Releasing Parties hereby represent that I and they understand and acknowledge the significance and consequences of this release.

## VII. MISCELLANEOUS

A. **GASS's Right to Suspend or Terminate this Agreement:** GASS shall have the unconditional right to terminate this Agreement, in GASS's sole and absolute discretion, with or without cause. Without in any way limiting the foregoing, GASS may elect to terminate my participation in or in connection with the Series if any of the following occur: (i) if the Series is cancelled or the Series format is materially altered; (ii) in the event of an occurrence of an event of force majeure (as defined below) which lasts for more than fourteen (14) days; (iii) in the event of my incapacity (including physical or mental disability or default); (iv) in the event of my conviction of a misdemeanor or felony; or (v) any other conduct of mine which, in GASS's reasonable judgment, would adversely affect my ability to represent GASS and the Network properly or to participate hereunder. GASS shall have the right, in its sole discretion and for any reason, upon notice to me, immediately to suspend and/or discontinue my participation hereunder and shall, during such period of suspension or, upon termination, be released from any further obligations to me whatsoever. GASS may terminate any period of suspension at any time in GASS's sole discretion and I shall thereupon resume my participation hereunder. As used herein, an "event of force majeure" shall mean any act of God, accident, terrorism, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, law, enactment, regulation, rule, order or act of government or governmental instrumentality (either Federal, State or local, foreign or other), failure of technical facilities; or other cause of similar or different nature beyond GASS's control which materially interferes with, prevents, or impedes production of the Series or GASS's or the Network's operations. Any potentially illegal behavior or activity including, but not limited to, drug use, violence, threats, harassment, intimidation or assault, during and after the period that this Agreement is in effect will result in immediate termination of my participation. I agree that I shall immediately leave the premises where the Series is being filmed after receiving said verbal notice of termination, or as otherwise instructed by GASS's personnel and GASS shall have no further obligation to me.

B. **Restrictions on Use of Trademark:** GASS hereby grants me a limited, non-exclusive, non-transferable, revocable right and license to any of GASS's, name, logo, trade names or trademarks (including, but not limited to, the title of the Series and/or the trademarks of GASS, or of any of GASS's related companies) (collectively the "GASS marks") solely for the purpose of promoting the Series and my participation in the Series. All use of the GASS marks shall inure solely to the benefit of GASS and nothing in this Agreement shall be construed as restricting GASS from using, licensing or registering the GASS marks in connection with any goods or services anywhere throughout the world. I agree to comply with GASS's policies and procedures with respect to use of the GASS marks and shall comply with the trademark usage guidelines set forth in Schedule B and such other guidelines as GASS may issue from time to time in its discretion. GASS reserves the right to monitor and approve all use of the GASS marks. I agree that my use of the GASS marks will be of a quality consistent with those presently associated with the GASS marks and I agree to use the GASS marks in a manner so as to preserve the goodwill associated with the GASS marks. Notwithstanding the above, I shall not at any time use any of GASS marks in connection with any kind of advertising, promotion, publicity, merchandise, tie-in, product or service, other than as provided in this Agreement. I acknowledge and agree that GASS may terminate my right to use the GASS marks as provided for herein for any reason whatsoever, with or without cause, and with or without notice to me.

### C. **Representations, Warranties and Indemnities:**

1. **Representations and Warranties:** I hereby represent and warrant as follows:
  - a. I am over 45 years old.

b. I have not entered into any other agreement, and I have not done and will not do any act or thing which in any way prevents, hampers, conflicts or interferes with the full and complete performance of my obligations to GASS or any rights which I have granted hereunder.

c. No other party, or any agent or attorney of any other party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce me to execute this document, and I acknowledge that I have not executed this instrument in reliance on any such promise, representation, or warranty not contained herein.

d. I have not accepted or given, and will not accept or give, directly or indirectly, any money, service or other valuable consideration from or to anyone for the inclusion of any matter in the Series, or any Series episode, except to the extent that I have advised the Network and GASS of the same in writing and the Network and GASS have expressly approved the same in their sole discretion, and then only provided that the same shall be disclosed, credited and/or identified in accordance with the requirements of Sections 317 and 508 of the U.S. Federal Communications Acts.

e. Except with respect to materials which GASS furnished to me, no statements by me and no Materials or any use thereof by GASS, the Network, or their licensees, successors or assigns, will violate or infringe upon the trademark, trade name, copyright, right of privacy or publicity, property rights of any other right of any party (including without limitation any other Participant) nor constitute unfair competition, defamation, libel or breach of contract.

f. I will cooperate with GASS and will take steps which GASS reasonably requests to evidence or protect GASS's rights hereunder. I agree to execute such further documents and instruments, releases and authorizations and do any acts or deeds as GASS and/or the Network may reasonably request in order to effectuate this Agreement or otherwise required to evidence or protect GASS's or the Network's rights hereunder. If I fail or am unable promptly to execute any such documents or instruments, I hereby irrevocably appoint each of GASS and the Network as my attorney-in-fact to execute and file any such documents or instruments or do any such acts or deeds, provided that said documents, instruments, acts, and deeds shall not be inconsistent with the terms and conditions of this Agreement. I agree that GASS's and the Network's rights under this paragraph constitute a power coupled with an interest and are irrevocable.

g. If I display in the Series any photographs, published works, and/or other artistic materials, then I will have obtained all of the rights, clearances and releases necessary for GASS and the Network to exploit said materials in the Series.

h. I will not bring any illegal drugs, weapons or other illicit items to the Series Location(s). In the event I bring any such items to a Location, I understand and agree that GASS may immediately terminate my participation in the Series, deny me entry to the Series Location, and/or confiscate said item until the Series is concluded. I will not engage in any illegal activities on the Series Location. I will not use, consume or partake in any illegal drug usage or activity during the Series production period whether on the Series Location or elsewhere.

i. I agree that at no time will I threaten, encourage or engage in any type of physical confrontation or assault with any person or persons connected with the Series. I further understand and agree that I am responsible for my own actions before, during, and after my participation in the Series.

j. I understand and agree that I am prohibited from wearing any apparel, including, but not limited to shirts, pants, shorts, and hats (collectively “apparel”), that contain any recognizable logos unless GASS has specifically authorized me to do so in its sole discretion. I agree that I will not wear any apparel that has not previously been authorized and approved by GASS.

k. I represent and warrant that I am in good physical and mental health and I have disclosed to GASS any and all of my known medical or psychological conditions which might impact upon my health and well-being, or the health and well-being of any of the Participants, Series production staff, and employees and executives of GASS and the Network.

l. I represent and warrant I have health insurance.

m. I have full right, power and authority to enter into and fully perform this Agreement.

n. I will abide by all Participant rules of conduct, all U.S. laws and all applicable local laws.

D. **Confidentiality/Disclosure:** Any and all information disclosed to or obtained by me concerning or relating to the Series, the Participants, the events contained in the Series, the outcome of the Series, GASS, the Network and the terms and conditions of this Agreement shall be strictly confidential. I agree that I shall NOT disclose or cause to be disclosed to any third party any information to which I have had or will have access or learn concerning the Series, the other Participants, their friends or families, GASS, the Network, or the Network’s programming or other services, or the terms and conditions of this Agreement except as required to fulfill my obligations hereunder, as expressly authorized by GASS in writing, or as required by law. I also agree that I shall not disclose or cause to be disclosed any such information to any Participant, individual or entity including, without limitation, any members of the press. I acknowledge that any direct or indirect disclosure of such information will constitute a material breach of this Agreement and will cause GASS and the Network substantial and irreparable injury and will cause substantial damages in excess of One Million Dollars (\$1,000,000), entitling GASS (and/or the Network, as a third party beneficiary of this provision) to, among other things: (1) injunctive or other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this paragraph by me; and (2) recovery of GASS’s and/or the Network’s damages and attorneys’ fees and court costs incurred to enforce this paragraph. I also agree not to make any personal appearance for anyone other than GASS and/or Network or make any statement to any media person or service with respect to the Series without GASS’s and Network’s prior written approval as set forth in this Agreement.

E. **Addendums:** I acknowledge and agree that the terms of this Agreement may be modified or amended by additional, fully executed addendums. Such additional Addendum(s) shall become part of and subject to the terms and conditions of this Agreement. To the extent the Addendum(s) contain terms different from or in addition to the terms in the main body of this Agreement, or any Schedule hereto, the Addendum(s) shall amend this Agreement accordingly.

F. **Remedies:** I acknowledge and agree that the rights I have granted hereunder and my participation related thereto are unique, unusual, special and extraordinary, the loss of which would not be adequately compensable in damages in an action at law. I further agree that, in addition to any rights or remedies which GASS may have under this Agreement or otherwise, GASS therefore would be entitled to all available equitable remedies in case of my breach or threatened breach of this Agreement. Any remedies, rights, undertakings and obligations contained in this Agreement shall be cumulative. No remedies, rights, undertakings, or obligations shall be in limitation of any other remedy, rights,

undertaking, or obligations of either party. No breach of this Agreement shall entitle me to terminate or rescind the rights granted to GASS or the Network herein. I hereby waive the right, in the event of any such breach by GASS or the Network, to equitable relief or to enjoin, restrain or interfere with the exercise of any of the Granted Rights, it being my understanding that my sole remedy shall be the right to recover monetary damages with respect to any such breach.

G. **Assignment:** I acknowledge that I shall have no right to assign this Agreement or delegate any of my responsibilities hereunder to any third party. GASS shall have the right to assign this Agreement freely.

H. **Relationship of Parties:** I acknowledge and agree that my relationship to GASS is limited solely to that of a grantor of rights and not as an employee of GASS or of an independent contractor. I acknowledge and agree that I will be responsible for payment of all taxes and insurance applicable under existing law on all amounts paid to me hereunder (if any), including but not limited to, Social Security taxes, Federal, State and Local income taxes.

I. **Complete Agreement; Applicable Law; Venue:** This Agreement, and any exhibits and attachments hereto, contains the entire understanding between the parties, and supersedes all prior negotiations, understandings and agreements (whether written or oral) of the parties hereto relating to the subject matter herein. This Agreement cannot be changed or terminated except by a written instrument signed by the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. The parties hereto expressly and irrevocably submit to the jurisdiction of the state courts of Oregon and Multnomah County and to the United States District Court for the District of Oregon and all disputes arising under this Agreement shall be adjudicated in said courts.

J. **No Waiver; Severability:** No waiver of any breach of or default under any provision hereof shall be deemed a waiver of such provision, or of any subsequent breach or default. If any provision hereof shall be invalid or unenforceable due to any law, said provision shall be modified to the minimum extent necessary to effect compliance with such law, and in any event such invalidity or unenforceability shall have no effect upon the remaining terms and conditions hereof.

K. **Survival:** The grant of rights, representations, warranties, indemnities, restrictions on use of trademarks, and confidentiality obligations contained herein shall survive the expiration or earlier termination of this Agreement.

L. **Interpretation:** The paragraph headings have been inserted herein for the purpose of convenience only and shall not be used in interpreting this Agreement.

M. **Binding Effect:** The provisions hereof shall be binding upon me and my heirs, executors, administrators and successors.

N. **Independent Counsel:** I acknowledge that GASS has explained to me that an attorney prepared this Agreement and that GASS has recommended to me that I consult with my attorney in connection with this Agreement.

O. **Knowledge and Understanding of the Agreement:** **I HAVE BEEN GIVEN AMPLE OPPORTUNITY TO READ, AND I HAVE CAREFULLY READ, THIS ENTIRE AGREEMENT. I CERTIFY THAT I HAVE MADE AN INVESTIGATION OF THE FACTS PERTINENT TO THIS AGREEMENT AND OF ALL THE MATTERS PERTAINING THERETO AS I HAVE DEEMED NECESSARY, THAT I FULLY UNDERSTAND THE CONTENTS OF THIS AGREEMENT, THAT I AM OF SOUND MIND, AND THAT I INTEND TO BE LEGALLY**

**BOUND BY THIS AGREEMENT. I AM AWARE THAT THIS AGREEMENT IS, AMONG OTHER THINGS, A RELEASE OF LIABILITY FOR FUTURE INJURIES AND A CONTRACT BETWEEN MYSELF AND GASS AND/OR ITS AFFILIATED ORGANIZATIONS, AND THAT I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL. EACH STATEMENT WHICH I HAVE MADE IN THIS AGREEMENT IS TRUE. THE NAME GIVEN BELOW IS MY LEGAL NAME. THE SOCIAL SECURITY NUMBER FURNISHED IS MY TRUE SOCIAL SECURITY NUMBER.**

After GASS and I have signed this Agreement where indicated below, the foregoing shall constitute a binding and enforceable Agreement between us.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

PARTICIPANT/DRIVER:

GASS HOLDINGS, INC.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

SCHEDULE A

DRIVER/PARTICIPANT FEES

I, \_\_\_\_\_, agree to pay US\$ \_\_\_\_\_ to participate in the Series, due and payable upon execution of this Agreement. I acknowledge and agree that other participants may pay differing amounts to participate in the Series, as determined in GASS's sole discretion. In exchange for the Participation Fee, GASS will provide Participant with a race car and pay the track fees for each race during the Series.

SERIES PURSE

Payment of the Participation Fee also qualifies Participant to compete to receive a portion of the Series Purse of \$00.00. At the conclusion of the Series, the Purse will be distributed as follows:

\$00.00	1 <sup>st</sup> Place
\$00.00	2 <sup>nd</sup> Place
\$00.00	3 <sup>rd</sup> Place
\$00.00	4 <sup>th</sup> Place
\$00.00	5 <sup>th</sup> Place
\$00.00	6 <sup>th</sup> Place
\$00.00	7 <sup>th</sup> Place
\$00.00	8 <sup>th</sup> Place
\$00.00	9 <sup>th</sup> Place

Your finishing rank for the Series will be decided by the amount of points you are awarded during the Series. Points will be awarded for each race in the order of your finish in each race. Races will be weighted equally and the points will be awarded for each race as follows:

Winner	25 points	10th	8 points
2nd	23 points	11th	7 points
3rd	21 points	12th	6 points
4th	19 points	13th	5 points
5th	17 points	14th	4 points
6th	15 points	15th	3 points
7th	13 points	16th	2 points
8th	11 points	17th	1 point
9th	9 points	18th	0 points

I acknowledge that the above Participant Fee, Series Purse and distribution, and point system may be modified by a fully executed addendum as set forth in paragraph VII.F of the Agreement.

ACKNOWLEDGED AND AGREED BY

PARTICIPANT/DRIVER:

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

SCHEDULE B

## TRADEMARK USAGE GUIDELINES

GASS reserves the right to modify or amend these Trademark Usage Guidelines in its sole discretion.

1. ALWAYS use the GASS marks as adjectives, accompanied by an APPROPRIATE noun (example: GASS™ television show OR Great American Stock Car Series™ racing series).
3. DO NOT join the GASS marks or GASS logos with other words, symbols or numbers, either as one word or with a hyphen.
4. DO NOT abbreviate the GASS marks (example: GS OR Great American Series) or alter the marks or logo in any way.
5. ALWAYS use the proper spelling of the GASS marks.
6. ALWAYS use the proper trademark symbol (™ or ®) and include acknowledgment of GASS's ownership of the GASS marks.
8. ALWAYS use the GASS marks and logo only in the manner authorized by GASS in this Agreement. Do NOT use the GASS marks or logo for any goods or services other than in association with the promotion of the Series and/or your participation in the Series.
9. Do NOT make puns out of the GASS marks or portray the GASS marks in a negative light.