



2017 LAMBORGHINI SUPER TROFEO SERIES
PARTICIPATION AGREEMENT
(ALA – Participant)
(Required to be signed by all Race Participants)

This 2017 Lamborghini Super Trofeo Series Participation Agreement (the “**Agreement**”), dated as of _____, 2016/2017, is entered into between Automobili Lamborghini America, LLC, a Delaware limited liability company (“**ALA**”), with its principal place of business located at 2200 Ferdinand Porsche Drive, Herndon, VA 20171, and the participant identified on the signature page to this Agreement (“**Participant**”, and together with ALA, the “**Parties**”, and each, a “**Party**”).

RECITALS

WHEREAS, Automobili Lamborghini S.p.A., an Italian company (“**Manufacturer**”), has manufactured a special version of the Lamborghini Huracán vehicle not manufactured, intended or made for use on public roads, designed exclusively for race track use (the “**Super Trofeo**”) and specifically for the 2017 Lamborghini Super Trofeo series (the “**Series**”), sanctioned by the International Motor Sports Association (“**IMSA**”) and open exclusively to the Super Trofeo;

WHEREAS, ALA, distributes Lamborghini vehicles, including the Super Trofeo, in the United States through a network of ALA authorized dealers;

WHEREAS, Participant purchased from a Lamborghini authorized dealer a Super Trofeo with VIN ____ (the “**Vehicle**”) and the accompanying right to participate in the Series; and

WHEREAS, ALA and Participant desire that Participant drive the Vehicle in the Events (defined below) scheduled from May 2017 through November 2017 (the “**Season**”) on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals**. The Recitals, to the extent that they contain definitions identified in this Agreement, are incorporated herein and, by this reference, made a part hereof as if fully set forth herein.
2. **Vehicle Usage**. The Vehicle may only be used to test and race at race track events. The Vehicle may not be used outside of any race track events or taken to any place other than the Participant team’s facility or a race track without written consent from ALA. Participant shall be solely responsible for applying for, receiving and possessing a valid current IMSA membership and any other credentials, licenses and/or documentation required by IMSA, the race track and/or ALA for driving in any Event. ALA makes no representations regarding Participant’s ability or rights to use any race track, including any Event track.

3. IMSA Forms. Pursuant to the Rules (defined below), Participant shall sign the Entry Form, the Release and Waiver of Liability and Indemnity Agreement, and any and all documents required by IMSA for participation in the Series.

4. Participation Fees. Participant confirms that Participant is registering for the specific Series event(s) (each, an “**Event**”) checked by Participant below:

- EVENT 1: **Circuit of the Americas** May 4 - 6, 2017 *
 9201 Circuit of the Americas Blvd
 Austin, TX 78617, USA

- EVENT 2: **Watkins Glen International** June 28 – 30, 2017 *
 2790 County Route 16
 Watkins Glen, NY 14891, USA

- EVENT 3: **Road America** August 4 - 6, 2017 *
 N7390 WI-67
 Plymouth, WI 53073, USA

- EVENT 4: **Virginia International Raceway** August 25 - 27, 2017 *
 1245 Pine Tree Road
 Alton, VA 24520

- EVENT 5: **Laguna Seca** September 22 - 24, 2017 *
 1021 Monterey Salinas Highway
 Salinas, CA 93908, USA

- EVENT 6: **Imola** November 16 - 17, 2017 *

- ALL 6 EVENTS: **Circuit of the Americas**
 Watkins Glen International
 Road America
 Virginia International raceway
 Laguna Seca
 Imola

** May be subject to change.*

Participant acknowledges that the Participant shall be sent an invoice by ALA in the amount of:

- Entry fee for one (1) car/two (2) drivers for all six (6) Events US\$ 45,000

- Entry fee per Event weekend US\$ 10,000

- Entry fee per Event weekend (Commitment to full Season – split payment) US\$ 8,500 x 6

- World Final Single Participation US\$ 20,000

Participant shall promptly pay such amount(s) to ALA upon receipt of such invoice and in accordance with the payment terms set forth therein.

Registration and payment by Participant for all six (6) Events includes shipment of Vehicle and tools (up to 1,200 pounds) to Valencia, Spain, for Event 6 at Circuit Ricardo Tormo. Should Participant register and pay for all six (6) Events and hold the first, second or third place in a class (i.e. Pro, Pro-Am, and Am) in the Season standing at the end of Event 6, Participant shall be provided with tires gratis for Participant's registered Vehicle in the 2017 World Final Event. In all other circumstances, Participant shall bear the cost of tires for Participant's registered Vehicle in the 2017 World Final Event.

5. Usage Delays. Participant understands that racing will put a tremendous strain on the Vehicle. To the extent that any time during each Event, the Vehicle becomes inoperative, the Participant's team will exert commercially reasonable efforts to restore the Vehicle such that Participant may continue to race it during the remainder of the Event. Such interruptions or delay may be typical "pit stops" or may be longer, depending upon the circumstances. ALA makes no representations or warranties regarding such down time, and Participant will not be given a credit against any of its financial obligations to ALA to compensate for such down time.
6. Parts. ALA may work with Participant to help provide off-track parts support of the Vehicle and all components as required due to normal wear and tear.
7. Insurance Fees. ALA does not provide insurance to Participant for any matter or incident associated with this Agreement. Participant shall bear sole financial responsibility for the premium(s) for any and all insurance required to be carried by a Participant for driving a Super Trofeo or related activity at each Event (such premium(s) to be determined between Participant and the insurance provider in their sole and exclusive discretion) and all other costs and expenses required to be paid by Participant under this Agreement.
8. Release, Assumption of Risk, Waiver of Liability and Indemnity. Participant recognizes the inherent dangers and hazards involved in driving, and in particular, driving high performance vehicles and vehicle racing. Participant does hereby waive and release ALA, Manufacturer, and each of their respective parent companies, affiliates and subsidiaries, and for each of them, their respective employees, officers, partners, members, representatives and agents (collectively, the "**Releasees**") from any and all liability, claims, causes or action, obligations or expenses arising out of Participant's use of the Vehicle or any other matters occurring during each Event and at the track or during the Series. Participant recognizes and acknowledges that racing is an inherently dangerous activity which exposes Participant and others to a high risk of serious bodily injury or death, which may be caused by Participant's actions or omissions or the actions or omissions of others. Participant recognizes and understands the foregoing and voluntarily enters into this Agreement and assumes all risks of loss, damages, injury or death that may be sustained by Participant. Participant, on behalf of him/herself, Participant's successors and heirs, hereby indemnifies, releases and holds harmless (and promises not to sue) the Releasees from any and all claims, demands, actions, causes of action, losses or liability arising out of

or related to any loss, damage or injury, including death, regardless of whether such event was caused by any action or omission of the Releasees, that Participant may sustain.

9. Vehicle Damage. Participant understands and acknowledges that racing is likely to result in damage to the Vehicle. Participant will be responsible for any and all damage to the Vehicle. Should insurance cover the cost of any damage, Participant will be responsible for paying the full deductible amount or other such deductible amount as determined between Participant and the insurance provider in their sole and exclusive discretion.

10. Rules; Termination. Participant acknowledges that Participant has read and understood all the terms and provisions of the IMSA Code, the 2017 Lamborghini Super Trofeo Sporting & Technical Regulations, and any and all other rules and regulations applicable to each Event (collectively, the “**Rules**”). Participant agrees to abide by all the Rules, as they may be amended from time to time, and all decisions by ALA, IMSA or its officials interpreting and applying the Rules, and all other laws, rules and regulations applicable to each Event and Participant’s participation therein. In the event of any conflict between this Agreement and the Rules regarding participation in the Series, the Rules shall prevail. Should Participant behave at any time during any Event in an unprofessional, unsportsmanlike or dangerous manner, as determined by ALA or IMSA, ALA shall have the right to immediately terminate this Agreement, and Participant shall be prohibited from driving the Vehicle for the remainder of that Event and from participating in the remainder of the Series. Such termination shall not release Participant from any of Participant’s financial and other responsibilities under this Agreement. Participant acknowledges that ALA and IMSA reserve the right to amend the Rules at their discretion at any time to promote safety, enhance competition or for other purposes to ensure the quality and integrity of the Series and each Event. Such amendment shall become effective upon publication by ALA and IMSA in the manner of their choice, and Participant agrees to abide by such amendment.

11. Media and Commercial Rights. ALA, as an organizer and promoter of the Events and Series does hereby reserve all commercial rights to the same. In recognition of good and valuable consideration received, Participant agrees to provide ALA with an irrevocable, royalty free right to use Participant’s image, likeness, representations, name, logos, marks, and any other information related to Participant’s participation, in any form whatsoever, for any purpose in connection with the Series, including any commercial purpose; including, but not limited to, all media releases, television and radio coverage, interactive games, internet uses, Series merchandise, souvenirs and apparel. ALA shall own, in perpetuity, the exclusive rights to film, tape, capture, photograph, collect, transmit, or record by any means, process, medium or device, whether or not currently in existence, all information, images, sounds and data, arising from or during the Events and any other works, copyrightable or otherwise created from the information, images, sounds and data arising from or during the Events. ALA may reproduce, broadcast, transmit or distribute, by any means, process, medium or device, whether or not currently in existence, all information, images, sounds and data, electronic or otherwise, generated during and in connection with the Events and any and all copyrights and all other intellectual property and proprietary rights

world-wide in and to such information, images, sounds and data, electronic or otherwise, any recording, broadcast or transmission thereof, and any work derived there from. ALA shall own, exclusively and in perpetuity, all broadcast rights with respect to the competition Events. ALA has the right to sublicense any of the rights enumerated herein to IMSA and/or assign any such rights to any entity affiliated with, controlling or controlled by or under common control of ALA or to any third party, each in ALA's sole discretion.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement unless the consummation of the transactions contemplated hereby is adversely affected thereby.
13. Assignment. Participant may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of ALA. ALA may assign any of its rights or delegate any of its obligations to any affiliate of ALA or any party acquiring all or substantially all of ALA's assets. Any purported assignment or delegation in violation of this Section 13 is null and void. No assignment or delegation relieves the assigning or delegating Party of any of its obligations under this Agreement.
14. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
15. Governing Law. This Agreement shall be governed by the internal laws of the Commonwealth of Virginia, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.
16. Third Party Beneficiaries. Each of the Releasees is an intended beneficiary and shall be entitled to enforce the terms of Section 8 of this Agreement.
17. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

ALA:

AUTOMOBILI LAMBORGHINI AMERICA, LLC

By: _____
Name: Alessandro Farneschi
Title: Chief Operating Officer

By: _____
Name: René Sueltzner
Title: Head of After Sales

PARTICIPANT:

Signed: _____

Printed Name: _____

Address: _____

Tel: _____

Fax: _____

Email: _____

Requested Car Number: _____

Representing Lamborghini Dealer Name : Lamborghini _____

**(N.B. Please email this completed agreement to:
chris.ward@squadracorse-na.com)**

I am the parent or legal guardian of Participant named above who is a minor (i.e. less than 18 years of age). I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

PARENT/LEGAL GUARDIAN:

Signed: _____

Printed Name: _____

Address: _____

Tel: _____

Fax: _____

Email: _____