



FOR REFERENCE ONLY, to apply please use the applicable series application link on the IMSACompetitors.com Encore portal or contact [registration@imsa.com](mailto:registration@imsa.com)

In consideration for an Entrant Membership, Entrant acknowledges and agrees to be bound by the Entrant Membership Agreement, including the referenced Terms & Conditions which shall apply to Entrant's involvement in any IMSA series in which it applies and is accepted to participate in, including without limitation, the applicable series sanctioned events ("Event(s)") beginning on November 1, 2018 and ending on December 31, 2019 ("Season").

**1. IMSA RULE BOOK.** Entrant agrees to abide by the IMSA Sporting Regulations (ISR), Series Supplementary Regulations (SSR), Technical Regulations and Event Supplementary Regulations (SR) (collectively "RULES") as they may be amended from time to time.

**2. COLLECTIVE USE.** Any race action image that depict(s) two (2) or more race vehicles and/or drivers and/or crew members in an Event setting as seen at track, may be used in any medium by team(s), driver(s), sponsor(s), licensee(s), and track(s), for advertising, marketing and promotional purposes of the parties' involvement in the sport even though it may include Entrant's likeness, provided that no implied or expressed personal endorsement of a product and/or service is created by any such use.

**3. BROADCAST AND OTHER RIGHTS.** Entrant acknowledges that IMSA exclusively and in perpetuity owns any and all rights to broadcast, transmit, film, tape, capture, overhear, photograph, collect or record by any means, process, medium or device (including, but not limited to, television, cable television, radio, pay-per-view, closed-circuit television, satellite signal, digital signal, film productions, audiotape productions, transmission over the Internet, public and private online services authorized by IMSA, and sales and other commercial projects), whether or not currently in existence, all film, audio, video, and/or photographic images, sounds and data (including but not limited to in-car audio, in-car video, in-car radio, other electronic transmissions between cars and crews, and timing and scoring information) arising from or during any Event ("Work" or "Works"), and that IMSA is and shall be the sole owner of any and all intellectual property rights (including, but not limited to, patents, copyrights, trademarks, design rights, and other proprietary rights) worldwide in and to these Works and in and to any other Works, copyrightable or otherwise, created from the images, sounds and data arising from or during any IMSA Event. In addition to the extent not already owned by IMSA, Entrant hereby assigns to IMSA exclusively and in perpetuity any and all rights set forth above. Entrant represents and warrants that as of the date of this Agreement, Entrant has not granted to any third party the rights described herein. Entrant agrees to take all steps reasonably necessary, and all steps requested by IMSA, to protect, perfect or effectuate IMSA's ownership or other interest in these rights. Entrant agrees not to take any action, nor cause others to take any action, nor enter into any third-party agreement, which would contravene, diminish, encroach or infringe upon these IMSA rights.

**4. LICENSE TO ENTRANT.**

**A.** IMSA grants to Entrant the non-exclusive, non-transferable license to use the video and timing & scoring feeds and related data (e.g. pit in time, pit out time, etc.) provided by IMSA under an Entry Agreement for internal use by Entrant for competition purposes only.

**B.** Subject to IMSA's 2019 Entrant In-Car Footage License Terms and Conditions, IMSA hereby grants a nonexclusive, nontransferable license to Entrant for use of up to five (5) minutes maximum of in-car video and/or audio from each 2019 IMSA Event for each Entry registered by Entrant in any IMSA sanctioned series ("Footage") in competition-related review and training videos solely for internal (non-broadcast) purposes and web videos solely for promotional purposes (collectively "Project") solely From November 1, 2018 until February 1, 2020 ("Term") and in United States for internal and worldwide for internet and internal (non-broadcast) use and on the internet solely on Entrant's website, and for no other use or purpose.

**5. UNDERTAKING TO PROVIDE AGREEMENT AND RULE BOOK TO ALL DRIVER(S) AND TEAM SPONSORS.** Entrant agrees to abide by the RULES as they may be amended from time to time. Entrant covenants that it will provide a copy of the 2019 RULES to all team drivers and sponsors and put them on notice of all the provisions herein prior to the start of the season.

**6. LEASED EQUIPMENT.** Under the Entry Agreement or any other Agreement between IMSA and Entrant, IMSA may lease equipment to Entrant. Entrant acknowledges and agrees that use of such equipment will be subject to and Entrant agrees to be bound by the Leased Equipment Terms and Conditions.

**7. INDEMNIFICATION AND ATTORNEY'S FEES.** Entrant agrees that it is solely responsible for, and will defend, indemnify and hold harmless IMSA and its affiliates, (and the shareholders, directors, officers, agents, and employees of IMSA and of its affiliates) from any causes of action or damages, attorney's fees costs, losses, expenses, claims, demands, or liabilities, arising out of or in any way related to Entrant's breach of this Agreement and/or Entrant's participation in IMSA.

**8. NO THIRD-PARTY BENEFICIARY.** The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity other than any person or entity entitled to indemnification under Section 7 above. This Agreement is non-assignable to any third-party by Entrant.

**9. GOVERNING LAW AND JURISDICTION.** This Agreement and each related Entry Agreement, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute shall be governed by, and construed in accordance with the Laws of the State of Florida, without giving effect to the conflicts of laws principles thereof. Entrant knowingly and voluntarily intends and agrees that the mandatory, exclusive venue for any action in any way related to this Agreement or its enforcement shall be Circuit Court of the Seventh Judicial Circuit, in and for Volusia County, Florida for state court claims, or the U.S. District Court, Middle District of Florida, Orlando Division for issues of diversity, or federal question. All parties hereby knowingly and voluntarily waive any and all objections to venue and personal jurisdiction in the foregoing. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the aforementioned courts shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

**10. RELEASE AND WAIVER BY ENTRANT.** Entrant releases, waives, discharges and covenants not to sue the Promoters, Participants, IMSA, Officials, any person in the restricted area, Sponsors and each of their partners, subsidiaries, and affiliated companies (collectively, "Releasees") from all liability for any and all loss or damage, and any claim or demands therefore on account of injury or damage to property whether caused by the negligence of the Releasees, while the Entrant or any of its Entries is competing, officiating in, observing, working for or for any purposes participating in the Event(s). Entrant agrees to indemnify and save and hold harmless the Releasees and from any loss, liability, damage, or cost, whether caused by the negligence of the Releasees, Entrant or any person associated with Entrant's entry may incur due to participating in the Event(s).

**11. INTERPRETATION.** If there is a disagreement or dispute regarding the meaning or application of this Agreement or the RULES referenced herein, all such disagreements and disputes will be resolved by IMSA, in its sole discretion as the sanctioning body of the Championship. Entrant must exhaust all available administrative remedies prior to seeking judicial review over the disagreement or dispute of an application of this Agreement.

**12. MISCELLANEOUS.** Nothing herein shall be deemed to constitute a partnership between or joint venture by the parties nor shall either party be deemed the agent of the other. Neither party shall hold itself out contrary to the terms of this section. A waiver by IMSA of any term or condition of this Agreement or related Terms and Conditions, or of any breach thereof, in any instance shall not be deemed or construed as a waiver, or the party's right to the other party's performance in accordance with such term or condition, or of any subsequent breach thereof. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This is a firm non-cancelable contract and may not be altered or modified except in writing executed by the parties hereto. The provisions of this Agreement which by their nature would ordinarily be expected to survive termination of this Agreement (including without limitation all representations and warranties contained herein together with the indemnity, payment and confidentiality terms hereof) shall survive the expiration or termination of this Agreement.