



2019 INDUSTRY SUPPORT MEMBERSHIP AGREEMENT TERMS & CONDITIONS

FOR REFERENCE ONLY, to apply please use the applicable application link on the IMSACompetitors.com Industry Support portal or contact registration@imsa.com

In consideration for a Corporate Membership, Corporate Member acknowledges and agrees to be bound by the Corporate Member Membership Agreement and related Terms & Conditions which shall apply to Corporate Member's involvement in all IMSA series, Events and activities from **November 1, 2018 to December 31, 2019 ("Season")**.

1. IMSA RULE BOOK. Corporate Member 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. INDEMNIFICATION. Corporate Member shall indemnify, defend and hold International Motor Sports Association, LLC, its parent company, the promoter, and their subsidiaries, limited liability and affiliated companies and their respective shareholders, members, officers, directors, agents, employees, trustees, receivers, successors, and assigns ("**Indemnified Parties**") from and against any and all loss, costs, claims, demands, liabilities, damages or other expenses (including reasonable attorney's fees) (i) arising out of or in connection with Corporate Member's (a) operation under this Agreement, (b) activities at the Events or, (c) products or services; (ii) any claim of theft by Corporate Member and/or an employee, agent, representative or guest of Corporate Member (collectively, "**Invitee**"); (iii) any claim of damage or negligence resulting from the acts, omissions or violation of any law, code, ordinance or otherwise of Corporate Member and/or Invitees, (iv) any claim of Corporate Member and/or Invitee's failure to comply with any law, ordinance or regulation of any governmental authority having jurisdiction or (v) any claim of damage resulting from Corporate Member's breach of this Agreement. Corporate Member's obligations hereunder to defend shall extend to claims alleging the sole negligence, willful misconduct or violation of law of an Indemnified Party when combined with other claims triggering Corporate Member's obligation to indemnify, provided however that upon the final adjudication by a court of competent jurisdiction or written settlement between the parties, Corporate Member shall be reimbursed for the portion of fees or losses so adjudicated as the responsibility of an Indemnified Party. All of the provisions of this Section shall survive the expiration or termination of this Agreement.

3. 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 2 above. This Agreement is non-assignable to any third-party by Corporate Member.

4. GOVERNING LAW AND ARBITRATION. The validity, interpretation and performance of this Agreement shall be governed exclusively by the laws of the State of Florida, without giving effect to the principles of comity or conflicts of laws thereof. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use arbitration as the sole and exclusive dispute resolution process available under this Agreement. Upon written notice by either party to the other, all disputes, claims, questions, or differences shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such award shall provide for the prevailing party to receive reasonable attorney's fees from the losing party and for both parties to be equally responsible for the administrative costs of arbitration. Except as may be required by law, the arbitration shall be confidential and neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The place of arbitration shall be Orlando, Florida. Except for Corporate Member's indemnification obligations set forth in this Agreement or the related Terms and Conditions, in no event shall an award in arbitration initiated under this clause exceed the value of this Agreement. In the event the enforceability of the preceding "Arbitration" provision is deemed unenforceable for any reason, the parties knowingly and voluntarily agree that the governing law for any action in any way related to this Agreement or its enforcement, including without limitation the initial challenge of the Arbitration provision, shall be the State of Florida and the mandatory, exclusive venue for any such actions shall be the state and federal courts in and for Orange County. All parties hereby knowingly and voluntarily waive any and all objections to venue and personal jurisdiction in the foregoing, and submit themselves thereto.

5. RELEASE AND WAIVER BY CORPORATE MEMBER. Corporate Member 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 Corporate Member is participating in the Event(s). Corporate Member 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, Corporate Member or any person associated with Corporate Member's activities that may incur due to participating in the Event(s).

6. BROADCAST AND OTHER RIGHTS. Corporate Member 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, Corporate Member hereby assigns to IMSA exclusively and in perpetuity any and all rights set forth above. Corporate Member represents and warrants that as of the date of this Agreement, Corporate Member has not granted to any third party the rights described herein. Corporate Member 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. Corporate Member 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.

7. 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 series. Corporate Member must exhaust all available administrative remedies prior to seeking judicial review over the disagreement or dispute of an application of this Agreement.

8. 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.