



FOR REFERENCE ONLY, to apply use the 2018 Michelin IMSA Encore at Sebring application link on the IMSACompetitors.com Encore portal or contact registration@imsa.com.

In consideration for this Entry and the opportunity to participate in the 2018 Michelin IMSA SportsCar Encore at Sebring Event ("Event") and to be eligible to share in the \$40,000 ("Prize Money") that is contributed by Michelin North America, Inc. ("Michelin") and International Motor Sports Association, LLC ("IMSA"), Entrant agrees to the following:

1. PARTICIPATION.

A. Entry. Entrant acknowledges and agrees that there are a limited number of entries available for each class in the Event. **IF THIS APPLICATION IS ACCEPTED, ENTRANT SHALL BE OBLIGATED TO PAY THE ENTRY PACKAGE FEE FOR THE APPLICABLE CLASS** and attempt in good faith to compete in the Event to the best of its ability. The Entry Package Fee is NON-REFUNDABLE.

B. RULES. Entrant agrees to abide by the IMSA Sporting Regulations (ISR), Series Supplementary Regulations (SSR), Technical Regulations and Event Supplementary Regulations (SR) (collectively "RULES") for the Event, as they may be amended from time to time. Entrant covenants that it will provide a copy of the RULES to all team drivers, sponsors and put them on notice of all the provisions herein prior to the start of the season.

2. PRIZE MONEY DISTRIBUTION. All decisions regarding the eligibility of Entrants to compete for the Prize Money and the awards distributed in connection with the Event and the persons to whom such awards shall be distributed shall be made solely by IMSA. Any Prize Money won shall be paid by IMSA solely and directly to the Entrant. Entrant agrees to abide by all decisions of IMSA with respect to the distribution of these awards.

EVENT PRIZE MONEY SCHEDULE				
POSITION	GT3	LM P3	GT4	TCR
1 st	\$10,000	\$10,000	\$10,000	\$10,000

A. To be eligible for the above Prize Money, the Entry must:

- Participate in the Event for the applicable class (LM P3, GT3, GT4 or TCR);
- Finish in first (1st) place; and
- Comply with Section 4 below.

B. Filing and payment of all federal, state, local and foreign taxes associated with prize money, point fund, special awards and contingency winnings are the responsibility of the Entrant.

3. ADVERTISING AND PROMOTION RELEASE. Michelin and IMSA, and the duly authorized licensees and assigns of each of them, may use, on a non-exclusive basis, Entrant's name, likeness and performance, including photographs, images and sounds of Entrant, any drivers, any crew members, and/or any vehicle(s) with respect to the Event, in any medium (including, but not limited to, broadcasts by and through television, cable television, radio, pay-per-view, closed-circuit television, satellite signal, digital signal, film productions, audiotape productions, transmissions over the Internet, public and private online services authorized by IMSA, sales and other commercial projects) for promoting, advertising, or reporting the Event, Michelin's participation in the Event, IMSA the IMSA Michelin Pilot Challenge, IMSA WeatherTech SportsCar Championship, IMSA Prototype Challenge or related telecast or programming, before, during and after such Event, and Entrant does hereby relinquish to Michelin and IMSA, in perpetuity, all rights thereto for such purposes.

4. CATEGORY EXCLUSIVITY.

A. Michelin. Entrant agrees when participating in any way in an Event, unless otherwise expressly authorized in writing by IMSA, no product, brand, logo, trademark or service identification of a company and/or product in the Tire Category (as defined below) other than Michelin will be used or displayed anywhere by Entrant, the team, or any contractor, employee or affiliate thereof, including, without limitation, on the drivers' or crew members' team uniforms or the race car, as well as the team's equipment, and/or haulers. Entrant understands and agrees that all determinations of whether a company/product is in the Tire Category shall be made by IMSA in its sole discretion and are final and cannot be protested.

- Retail Tire Company. Branding of a retail tire company and/or repair facility which features the word "tire" in conjunction with the company name (e.g. Discount Tire), shall be permitted provided that such third-party retailer/repair facility does not include the name of a single competitor tire brand (e.g. Firestone, Auto Care) or is owned and/or operated by an entity that is a third-party competitor tire brand and gives preferential treatment to a single competitor brand or affiliate brands.
- Team Equipment. Notwithstanding the foregoing, actual use of tires on team equipment other than the racing car (e.g. golf carts, pit carts and transporters) shall not be considered a breach of the terms of this Agreement.

B. Fuel. Entrant agrees when participating in any way in any Event, unless otherwise expressly authorized in writing by IMSA, no product, brand, logo, trademark or service identification of a company and/or product in the Fuel Category (as defined below) other than VP Racing Fuels (and IMSA approved alternative fuel suppliers), will be used or displayed anywhere by Entrant, the team, or any employee or affiliate thereof, including, without limitation, on the driver's or crew members' team uniforms or the race car, as well as the team's equipment, and/or haulers. Entrant understands and agrees that all determinations of whether a company/product is in the Fuel Category shall be made by IMSA in its sole discretion and are final and non-litigable.



- **Lubricants.** Notwithstanding the foregoing, a company in the Fuel Category may also manufacture lubricants (i.e., motor oil, etc.) and other products or offer other services (i.e., convenience stores) other than automotive fuel (collectively "Non-Fuel Products"). Such Non-Fuel Products sponsorships may be permitted subject to IMSA approval and provided the team's racing car, uniforms, transporter and at-track equipment etc., cannot feature the brand, logo, trademark or product or service identification of a i) fuel, or ii) fuel retailer, or iii) a corporate brand name of a company in the Fuel Category without specific reference to the Non-Fuel Products brand.

C. Definitions.

- Tire Category means tires for vehicles, including, but not limited to, passenger cars, vans, sport utility vehicles (SUVs), light trucks, commercial trucks, trailers, motorcycles, aircraft, mopeds, scooters and recreational vehicles (RVs), including racing tires for any such vehicles listed herein.
- Fuel Category means fuel and fuel blends; and the sourcing and supplying of fuel and fuel blends; and hydro carbon-based fuel for automotive vehicles, including diesel fuels. Furthermore, the Fuel Category shall include without limitation, any combustion-based fuel and fuel blends, ethanol, biofuel (including bio-diesel), propane, natural gas, hydrogen or any other alternative fuels and fuel blends derived from any source and used in any application. The term fuel above shall apply to both race and consumer blends, supply and intended use environments and applications.

5. DISPLAY OF BRANDING & ADVERTISEMENTS.

A. Branding Review. Entrant acknowledges and agrees that IMSA may refuse to permit, or it may restrict or assign the size and/or placement of all patches, decals, advertising logos, text or identification of entities, persons, and/or sponsors ("**Branding**") on the race car, team uniforms and/or fire suits during an Event, if IMSA determines in its sole discretion that such Branding is: (i) detrimental to the sport, IMSA, the Event, Event sponsors (e.g. Michelin) and/or Promoter for any reason, including but not limited to the public image of the sport and/or (ii) does not comply with the Branding terms and conditions set forth in the RULES as may be amended from time to time. Entrant agrees to accept IMSA's determination in this regard, and that all such determinations are subject to the RULES and are final and non-litigable.

B. Required Branding. Entrant agrees to comply with the 2018 ENCORE Logo Requirements at all times during the Event, which includes but are not limited to requiring every driver and crew member on the team to display the required patches on their fire suits and/or uniforms, as set; and ensuring the Entry/car competing in the Event to display the required decals, number panels and leader lights. The 2018 ENCORE Logo Requirements can be found on IMSACompetitors.com.

C. Prohibited Branding. Entrant agrees to ensure the Entry/Car nor the team fire suits do not display the name and/or logo of another motorsports sanctioning body.

6. 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 this Agreement.

7. 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 6 above. This Agreement is non-assignable to any third party.

8. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida applicable to a contract executed and performed in such State, 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, and submit themselves thereto without. 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.

9. 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 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.

10. 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 Event. Entrant must exhaust all available administrative remedies prior to seeking judicial review over the disagreement or dispute related to this Entry or Entrant's participation in the Event.