

Ferrari Owners Group , LLC

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving an invitation to participate in events organized by the Ferrari Owners Group, LLC (FOG) (hereinafter referred to as the "Trips"), I hereby release, waive, discharge, and covenant not to sue, Ferrari Owners Group (FOG) Inc., Ferrari Owners Charitable Foundation (FOCF), and its officers, servants, agents and members, including Joe Keon, (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, fellow drivers, or otherwise, while participating in the Trips, or while in, on or upon the premises where Trips are conducted, while in transit to or from the premises, or in any place or places connected with the Trips.

2. **RISK FACTORS:** I am fully aware of risks and hazards connected with participating in these Trips, and I am fully aware that there may be risks and hazards unknown to me connected with participating in the Trips, WHICH MAY INCLUDE PROPERTY DAMAGE, BODILY INJURY AND POSSIBLE DEATH.

3. **ASSUMPTION OF RISK:** I ASSUME ALL RISKS THAT ARISE OUT OF voluntarily participating in the Trips, and engage in activities, that involve driving and otherwise, knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property, and could result in personal injury, property loss, and death. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant in the Trips, whether caused by the negligence of releasees.

4. **INSURANCE:** I am fully aware of the legal requirement for me to maintain adequate personal insurance, and by participating in these Trips, I understand that I am acting on my own accord and that I am neither influenced by nor directed by any of the releasees. I understand that FOG AND FOCF do not carry participant insurance.

5. **WAIVER:** I further hereby agree to indemnify and hold harmless the releasees from any loss, liability, damage or costs they may incur due to my participation in the Trips, whether caused by the negligence of any or all of the releasees.

6. **REPRESENTATIVES:** It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

7. **CALIFORNIA RESIDENTS:** Participant has been made expressly aware of the benefits of Section 1542 of the California Civil Code (if applicable), which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Participant hereby waives and relinquishes all rights and benefits which he has or may have under Section 1542 of the Civil Code of the State of California.

In signing this release, I acknowledge and represent that:

- A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent; and
- D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.
- E. I have been offered the opportunity not to participate in the Trip if I do not agree.

By checking the box below I indicate that I have read this document in full and fully understand its content and fully agree to its conditions.