

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER/GRANT OF CERTAIN LEGAL RIGHTS.

As lawful consideration for being permitted by DORNA SPORTS S.L., company incorporated under the Laws of Spain, with registered offices at Principe de Vergara 183, 28002 MADRID, Spain, and/or any of its affiliated organisations (collectively referred to as "DORNA"), to participate in the Selection Process 2023 held in Sepang (Malaysia) for the Idemitsu Asia Talent Cup 2024 and - if selected - in the Idemitsu Asia Talent Cup 2024 (testing and races) held in various locations worldwide (all together "Event"), I acknowledge, accept and agree that:

1. Other than Dorna, third parties and related bodies to the FIM Road Racing World Championship Grand Prix ("MotoGP") or other motorsports competition, as well as other entities contracted by or acting on behalf of Dorna which may be involved in the organisation and execution of the Event and/or other contracted companies, which all and any together shall be herein referred as "Related Bodies"; and

_____Parent Initial_____Participant Initial

2. The risk of injury from the activity (including use of equipment) involved in the Event is significant, including the potential for serious personal injury and/or property damage such as permanent disability and death, and, while protective equipment and personal discipline will minimise this risk, the risk of serious injury still does exist and is considerable; and

_____Parent Initial_____Participant Initial

3. Being fully conscious of the numerous risks that are implied in my participation in the Event, I freely accept and voluntarily ASSUME ALL RISKS OF PERSONAL INJURY OR DEATH or property damage which results in any way from my participation in the Event, including but not limited to those damages arising from negligence of persons; conditions on or about the premises and facilities; the operation of the equipment; transportation; any other operations associated with the Event; actions or omissions of employees or agents of Dorna and each and any Related Bodies, actions or omissions of the owners and lessors of the premises used to conduct the Event, or actions or omissions of other participants, pedestrians or spectators. Due to the global Covid-19 pandemic and the specific health risk it implies for all population, which may result in serious illness and death, such risk is implied in my participation, even if following any health protocols obligatory to participate; and

_____Parent Initial_____Participant Initial

4. I understand that the activities involved in the Event are physically and mentally intense and acknowledge that I am physically fit and sufficiently trained for such activities. I hereby certify that I will not participate or attend to the Event under the influence of alcohol, drugs or illegal substances. I understand the rules of play and will comply with all such rules and regulations; and

_____Parent Initial_____Participant Initial

5. I hereby release and indemnify and forever discharge Dorna and each and any of the Related Bodies, the owners and lessors of the premises used to conduct the Event, their respective parents, subsidiaries and affiliates, their respective officers, directors, agents, servants, and employees, of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me while participating in the Event, including, but not limited to, those injuries and damages caused by the negligence and or breach of warranty, express or implied, on the part of Dorna and each and any of the Related Bodies; and

_____Parent Initial_____Participant Initial

6. By execution of this release, Dorna and each and any of the Related Bodies and the owners and lessors of the premises used to conduct the Event shall be indemnified by me for any injury to other person(s) or property, which I may cause as a result of my participation in the Event; I expressly renounce to any demand or claim for liability arising out from any loss, damage, including the death, cost, expense, liability, proceeding, action, demand, claim howsoever and whenever caused, suffered or incurred by me as consequence of any act or accident due to or related with my participation in the Event, being all such parties released from any kind of liability. It being understood that this waiver of liability and actions to be taken pursuant to this paragraph are extended for express will of the Participant and their legal representatives, to his heirs successors, representatives or tutors and guardians in the events of death or disability of the participant; and

_____ Parent Initial _____ Participant Initial

7. I authorise any employee or agent of Dorna and each and any of the Related Bodies or the owners and lessors of the premises used to conduct the Event and/or its authorised personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I agree that upon my transport to any such medical facility or hospital, Dorna and each and any of the Related Bodies and the owners and lessors of the premises used to conduct the Event shall not have any further responsibility for me. Further, I agree to pay all costs associated with such medical care and related transportation provided for me and shall indemnify and hold Dorna and each and any of the Related Bodies and the owners and lessors of the premises used to conduct the Event harmless of and from any liability or costs incurred therein; and

_____ Parent Initial _____ Participant Initial

8. I expressly give consent to Dorna and each and any of the Related Bodies, its agents and representatives, to disclose medical information related to my health and well-being in connection to my participation in the Event. I understand and expressly accept that disclosures to the media will be limited to the status of injuries and the ability to participate in athletic competition; and

_____ Parent Initial _____ Participant Initial

9. For good and valuable consideration which receipt is hereby acknowledged and agreed that Dorna shall have the full, unfettered right to: (a) refer to me, and to use my name, image, likeness, voice and biographical information in respect of all advertising, promotional and publicity material in connection with or relating to the Event; and (b) record and film and obtain copyright from my participation in the Event and/or in any related events (whether by audio or audio-visual means or howsoever) and take photographs of me during or in relation to the Event and/or in any related events, and (c) in each case use and exploit (in perpetuity and worldwide) such pictures, audio and/or audio-visual footage in respect of me and my participation in the Event, in any now known or in the future developed support or media any and all purposes, including commercial, advertising, promotional and publicity purposes.

_____ Parent Initial _____ Participant Initial

10. I agree that all images, photographs, recordings and all copyright in same taken and/or used by or on behalf of Dorna or any affiliated company are owned by Dorna. If I should receive any print, negative, tape or other copy thereof, I shall retain it for my personal use only, and shall not license or authorise its use by anyone else, for commercial or private purposes. I am aware that it is forbidden to use any photo images taken at and in connection to the Event for any other purpose than private use without prior permission of Dorna. I agree that I have no right of approval and no advertisement or other material need be submitted to me for any further approval. In addition, I confirm that I will not distribute such materials, images or pictures on any website (private or public), including social networks, send them by email, copy them onto other mediums for distribution or in any other way make them available to other persons. I further agree that Dorna or any affiliated company has the right to make modifications, derivative works, composites, variations and any other use it wishes of the materials mentioned in Paragraph 9 above and has no responsibility or liability to me for any such use or resulting publication and/or public communication of the materials mentioned in Paragraph 9 above. Nothing herein constitutes any obligation of or promise by Dorna or any affiliated company to make use of any materials; and

_____ Parent Initial _____ Participant Initial

11. I agree to comply with any health protocol required to attend the Event, that I will be informed, and sign the corresponding forms.

_____ Parent Initial _____ Participant Initial

12. In the event that any section of this release, including all waivers and grants, is found to be unenforceable, the remaining terms shall be fully enforceable; and

_____ Parent Initial _____ Participant Initial

13. This release, including all waivers and grants, shall be binding to the fullest extent permitted by law; and

_____ Parent Initial _____ Participant Initial

14. This release, including all waivers and grants, shall be binding upon my assignees, surrogates, distributes, successors, heirs, next of kin, executors, personal representatives, and administrators and may be pled by Dorna and each and any of the Related Bodies and the owners and lessors of the premises used to conduct the Event as a complete bar and defence against any claim, demand, action or causes of action by or on behalf of myself; and

_____ Parent Initial _____ Participant Initial

15. That should I be selected to register in the Event, it shall be formalised only according its relevant registration in order to become effective. No liability will arise from lack of final formalisation in the Event, without prejudice of the cause, it being also understood that I hereby accept the results that Dorna and the Related Bodies may publish in relation to the Event.

_____ Parent Initial _____ Participant Initial

16. This Release of liability and Waiver/Grant of certain legal Rights, together with any and all documents signed in relation to my participation in the Event, including registration document to the Event, may be freely assigned or transferred (in whole or in part) by Dorna to any third party without my prior consent.

_____ Parent Initial _____ Participant Initial

17. Dorna hereby informs that, for the purposes of this document, any personal data given will be stored and treated in a personal data file pertaining to Dorna in compliance with Spanish Law, including Regulation (EU) 2016/679, of the European Parliament and Council, dated as of 27 April 2016.

_____ Parent Initial _____ Participant Initial

THE FOLLOWING SECTION MUST BE SIGNED DURING THE SELECTION EVENT AT SEPANG ON THE 7th and 8th OF NOVEMBER IN THE PRESENCE OF DORNA STAFF.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, INCLUDING ALL WAIVERS AND GRANTS, UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I HAVE BEEN ADVISED THAT I MAY SEEK MY OWN LEGAL COUNSEL IN REVIEWING THIS AGREEMENT.

Place, Date: _____

Name of Participant (please print): _____

Signature of Participant: _____

PASSPORT or ID number of Participant (enclosing photocopy): _____

Home Address: _____

Emergency Contact/Telephone Numbers: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

This is to certify that I, as parent/guardian with legal responsibility for this participant and with the aim to cover his/her lack of capacity, do consent and agree to his/her release, waiver and grant as provided above for Dorna and each and any of the Related Bodies, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless Dorna and each and any of the Related Bodies from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF DORNA AND EACH AND ANY OF THE RELATED BODIES, to the fullest extent permitted by law. I also agree that all materials referred in Paragraph 9 and all copyright in same taken and/or used by or on behalf Dorna or any affiliated company are owned by Dorna.

Name of Parent/Guardian (please print): _____

Signature of Parent/Guardian: _____

PASSPORT or ID number of Parent/Guardian (enclosing photocopy): _____

Name of Witness (please print): _____

Signature of Witness: _____