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WEST PENN MIATA CLUB Terms and Conditions

All West Penn Miata Club ("<u>Club</u>") event and cruise participants, whether drivers, passengers or in any way participants, must read the following and sign the following terms and Conditions ("<u>Terms and Conditions</u>") below.

NOTWITHSTANDING THE FORGOING, UPON RECEIPT OF THIS NOTICE, YOUR SUBSEQUENT PARTICIPATION IN ANY CLUB EVENT OR CRUISE, EVEN WITHOUT SIGNING THE BELOW, SHALL CONSTITUTE YOUR ASSENT TO THESE TERMS AND CONDITIONS.

I AGREE, IN CONSIDERATION FOR, AND AS A CONDITION OF MY PARTICIPATION IN ANY CLUB EVENT OR CRUISE, TO BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR INJURY TO MYSELF OR ANY THIRD PARTY RESULTING OR ARISING FROM MY PARTICIPATION IN EACH, EVERY AND ANY CLUB EVENT OR CRUISE. I AGREE TO FULLY INDEMNIFY AND HOLD THE CLUB, ITS OFFICERS, REPRESENTATIVES, EMPLOYEES AND MEMBERS HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, INJURIES OR OTHER LIABILITIES WHICH MAY BE ASSERTED AGAINST THEM BY ME OR BY ANY THIRD PARTY AS A RESULT OF MY ACTIVITY.

The foregoing limitations of liability and indemnity are intended to be complete, general and without restriction, and they shall include every action by the Club, including, but not limited to, any negligence (active or passive), willful, reckless or wanton misconduct.

I warrant that, should it apply, a licensed driver will operate my vehicle during any and all Club events. I further warrant that I shall carry automobile liability insurance on any vehicle to be used in any Club event and that this insurance shall remain in full force and effective during the dates of all Club events.

I also warrant that I will not participate in any Club events under the influence of any alcoholic beverage or any drug that would impair my ability to operate my, or any other, vehicle.

I grant to the Club, and its representatives, employees and sub-contractors, the right to take photographs of me, my vehicle and any other of my property in connection with my participation in any and all Club events and/or cruises. I authorize the Club, its assigns and transferees to copyright, use and publish the same in print and/or electronically in perpetuity without my further consent. Further, I agree that the Club may use such photographs -- with or without my

name -- for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and internet content.

These Terms & Conditions form the entire agreement between me and the Club with respect to my participation in any Club events and/or cruises, and they shall supersede any possible prior agreement or understanding between me and the Club.

If one or more provisions of these Terms & Conditions is held or becomes invalid or unenforceable under any law or regulation or by decision of a court of competent jurisdiction, it shall be severed, but without this affecting the validity and/or enforceability of the remaining provisions.

I acknowledge that any failure by the Club or me to enforce any rights in connection with any provision of these Terms & Conditions shall not operate or be construed as a waiver of any such provision or of the right to subsequently enforce that provision and/or of its remedies.

The Club may assign these Terms & Conditions, together with all of the rights and obligations associated therewith, to any third party, in particular in the case of a merger, by the formation of a new club/company, a spin-off or a change of control affecting the Club.

These Terms & Conditions are governed by, and shall be construed in accordance with, the laws of the Commonwealth of Pennsylvania.

The parties shall endeavor to resolve any dispute arising out of or relating to these Terms & Conditions promptly (but without prejudice to any urgent measures or proceedings which may be necessary). Unless this dispute is amicably resolved within a period of sixty (60) days, the more diligent party may submit it to the Court of Common Pleas of Allegheny County.

ANYONE ATTENDING WPMC EVENTS OR CRUISES IS REQUIRED TO SIGN THE TERMS & CONDITIONS

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT IN FULL, THAT I UNDERSTAND ITS CONTENTS AND THEREBY AGREE TO ALL STIPULATED TERMS AND CONDITIONS.

By: _

Signature

Print

Signature

Print

Date: