

## **LICENSE AND RELEASE AGREEMENT**

BY REGISTERING FOR THE AMERICANMUSCLE CAR SHOW, I ELECTRONICALLY ACCEPT THIS LICENSE AND RELEASE AGREEMENT (THIS "AGREEMENT") AND ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THIS "AGREEMENT" AND THAT I AGREE TO BE BOUND BY SUCH TERMS AND CONDITIONS.

---

In consideration of being granted the right to attend and participate in the Event (as defined below), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

### **1. License Grant.**

(a) I hereby grant to Turn5, Inc. d/b/a AmericanMuscle ("AmericanMuscle"), its representatives, employees, independent contractors and assigns, the irrevocable right and license to take photographs or video footage of me and my personal property (collectively, the "Media") at and in connection with the AmericanMuscle 2012 Mustang Car Show Event at the Delaware County Community College – Media, PA campus at 901 South Media Line Road, Newtown Square, Pennsylvania 19073 (the "Event").

(b) I hereby grant to AmericanMuscle, its representatives, employees, independent contractors and assigns, the irrevocable right and license to copyright, publish, and use the Media in print form or electronically, for advertising, marketing and promotional purposes.

### **2. General Liability Waiver.**

(a) I acknowledge that I voluntarily wish to participate in the Event. I agree to assume any and all risks of bodily injury, death or property damage, whether those risks are known or unknown, in connection with the Event.

(b) I forever release AmericanMuscle, any event affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse, and legal representatives now have, or may have in the future, for injury, death, or property damage, including, without limitation, those related to (i) my or my child's participation in the activities associated with the Event, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, children, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

**3. Miscellaneous.** I have carefully read this Agreement and fully understand its contents, and enter this Agreement under my own free will. If I am registering on behalf of a minor, I verify that the significance of this Agreement has been explained to them, and I hereby enter into this Agreement on his or her behalf. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. Each of the parties to this Agreement consents to the exclusive jurisdiction and venue of the state and federal courts of the Commonwealth of Pennsylvania and each party waives any objection which it may have based on lack of personal jurisdiction, improper venue or forum non conveniens to the conduct of any proceeding in any such court and waives personal service of any and all process upon them.

---

BY REGISTERING FOR THE AMERICANMUSCLE CAR SHOW, I ELECTRONICALLY ACCEPT THIS LICENSE AND RELEASE AGREEMENT (THIS "AGREEMENT") AND ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THIS "AGREEMENT" AND THAT I AGREE TO BE BOUND BY SUCH TERMS AND CONDITIONS.