

Athena Racing DRIVE Training Series Rules of Participation

It is the aim of Athena Racing to create a fun and safe learning environment for participants, staff and volunteers. In keeping with this goal, participants are asked to carefully read the agreement.

Each rule must be followed. Participants may be dismissed from the program at the discretion of Athena Racing.

Online Participants will:

- Be respectful, courteous, and cooperative: I will speak and act appropriately.
- Be safe: respect Athena Racing property and make healthy choices.
- Be cooperative: do everything I can to ensure a positive learning environment.

Athena Racing reserves the right to dismiss any participant who is disruptive and unable to follow the Athena Racing Rules of Participation.

I agree to the Rules of Participation. I will cooperate with the Athena Racing Staff, Board Members, Instructors and Volunteers in providing a safe environment for all participants.

Athena Racing DRIVE Training Series

Social Media & Online Policy

The goal is to become a part of the online conversation and promote web-based sharing of ideas and exchange of information. Social Media in all its formats is to be used to convey information about company products and services, to promote and raise awareness of Athena Racing's brand for followers, to develop markets, to communicate with employees and customers, to brainstorm, issue or respond to breaking news, good news, or negative publicity, and to discuss corporate, business-unit and department-specific activities and events.

Athena Racing must ensure that use of these formats maintains our brand identity, integrity and reputation while minimizing actual or potential legal risks, whether used inside or outside the workplace. It is the right and duty of Athena Racing to protect itself, its employees, its members, and its subscribers from unauthorized disclosure of information. Athena Racing's social media policy includes rules and guidelines for company-authorized and personal forms of online engagement.

Guidelines for functioning in an electronic world are the same as the values, ethics and confidentiality policies all are expected to live every day, whether you're posting on socials, talking with sponsors, or chatting over the neighbor's fence. Remember, your responsibility to act ethically and with integrity is a constant in life. For that reason, this policy applies to both company online use and personal use as it relates to Athena Racing.

What You Should Do:

- **Protect Yourself:** Be careful about what personal information you share online.
- **Act responsibly and ethically:** When participating in online communities, do not misrepresent yourself.
- **Honor Our Differences:** Live the values. Athena Racing will not tolerate discrimination (including that based on age, sex, race, color, creed, religion, ethnicity, sexual orientation, gender identity, national origin, citizenship, disability, or marital status).

You Should:

- Never share personal information about yourself and/or team members.
- Never publish anything that belongs to someone else.
- Do not publish, post, or release information that is considered confidential or top secret.
- Never bully, use words of hatred, harass, or stalk a community member.

Corporate Rules and Guidelines

The following apply to the use of all social media tools during company time.

- Only Athena Racing's Executives, appointed employees, and contractors can prepare and modify content for Athena Racing's online platforms.
- For all online platforms, including Athena Racing's Intranet; content must be relevant, add value and meet the specified goals or purposes listed above.
- Any copyrighted information requires written reprint authorization before it can be posted.
- Business units and departments are responsible for ensuring all information complies with Athena Racing's written rules and guidelines. Business units and department heads are authorized to remove any content that does not meet the rules and guidelines of the policy or that may be illegal

or offensive. Such content will be removed without the permission or advance warning of the author.

- **Athena Racing also expects all “guests” to abide by all rules and guidelines of the company policy and holds the right to take the action outlined above in the event of a breach of the company rules and guidelines.**

Personal Rules and Guidelines

Athena Racing respects the right of subscribers, team members and employees to use their personal social media sites for self-publishing and self-expression on personal time.

The team is expected to follow the guidelines and policies set forth below to provide a clear line between “you” as the individual and “you” as an Athena Racing participant.

- You are personally responsible for your commentary. **You can be held personally liable for commentary that is considered defamatory, obscene, proprietary or libelous by any offended party**, not just Athena Racing.
- You cannot harass, threaten, discriminate against or disparage participants, teammates, employees or anyone associated with or doing business with Athena Racing.
- You are to contact the Athena Racing Executives immediately if contacted by the media or press about anything that relates to Athena Racing’s business.

Online Monitoring

All are cautioned that they should have no expectation of privacy while using the Internet. Your postings can be reviewed by anyone, including Athena Racing.

Athena Racing reserves the right to monitor comments or discussions about Athena Racing, its participants, teammates, employees, sponsors, donors, and industry, including products and competitors, posted by anyone. Athena Racing reserves the right to use content management tools to monitor, review or block content on sites that violate Athena Racing’s rules and guidelines.

Reporting Violations

Athena Racing requests and strongly urges teammates and employees to report any violations or possible or perceived violations to the Athena Racing Executives.

Discipline for Violations

Athena Racing investigates and responds to all reports of violations of the social media rules and guidelines and other related policies. Violation of these policies may result in disciplinary action up to and including immediate termination. Athena Racing reserves the right to take legal action where necessary against anyone who engages in prohibited or unlawful conduct.

I agree to the Social Media and Online Policy. I will cooperate with the Athena Racing Staff, Board Members, Instructors and Volunteers in providing a safe environment for all participants.

Athena Racing DRIVE Training Series VIDEO & PHOTOGRAPHY RELEASE FORM

I hereby grant to Athena Racing, Inc., permission to use, and the rights of my image, in video or still, and of the likeness and sound of my voice as recorded on audio or video (collectively, "my image") without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my image appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image. I also understand that this material may be used in diverse educational settings within an unrestricted geographic area.

Photographic, audio or video recordings of my image may be used for any use which may include but is not limited to: Presentations; Courses; Online/Internet Videos; Media; News (Press); etc.

By signing this release, I understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet, on television, or in the public educational setting.

There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

This release applies to photographic, audio or video recordings collected as part of the sessions provided on Athena Racing's Training websites.

I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against any person or organization utilizing this material for Athena Racing.

I agree to the Photography and Video Release Form. I will cooperate with the Athena Racing Staff, Board Members, Instructors and Volunteers in providing a safe environment for all participants.

Athena Racing DRIVE Training Series

Release of Liability & Assumption of Risk Agreement

MINOR WAIVER: EXPRESS ASSUMPTION OF RISK, COMPLETE WAIVER AND AGREEMENT NOT TO SUE, AND INDEMNITY AGREEMENT. In return for the admission into and participation in our program which includes the use property, assets, facilities, services, educational services and online engagement of Athena Racing, Inc., a California nonprofit public benefit corporation, or any owned, leased, or affiliated facilities (as well as any other persons or entity related thereto) and/or its subsidiaries and affiliates ("ATHENA"), the undersigned ("PARTICIPANT"), for themselves, their heirs, assigns and legal representatives, hereby expressly agrees:

1. TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OR PRESENCE UPON THE FACILITIES, including, without limitation, the risks of death, bodily injury, or property damage resulting from: collision between his or her vehicle and another vehicle, a person, object, or barrier; the vehicle driving or wedging under the barrier, going through the barrier, the barrier riding up the front of the vehicle due to additional impacts or acceleration, or the mechanics of the crash; the barrier landing on any part of the participant's person or contact between the barrier and the participant's upper or lower extremities or any part of the participant's body, whether exposed inside or outside of the vehicle; skidding; overturning; sudden stops; braking or acceleration; fire; explosion; the unavailability of emergency medical care; or the negligence or deliberate acts of another person. I hereby assume full responsibility and risk of injury, death, property damage, any loss or liability, and any cost that may be incurred as a result of participation in ATHENA's program or the use of the Facilities.
2. TO RELEASE ATHENA, operators, affiliates, officers, directors, employees, sellers, suppliers, manufacturers, agents, vendors, contractors, tenants, landlords, and sponsors ("Related Parties") from, and not to sue them on account of or in connection with, any claims, causes of action, injuries, damages, costs, or expenses of any kind resulting from or arising out of PARTICIPANT'S participation in the program, including without limitation, those based on death, bodily injury, harm, illness of any kind, or property damage, whether or not caused by the negligence or other fault of ATHENA, including strict product liability or any other liability without fault and including any act or omission of negligence in rendering or failing to render any type of emergency or medical service
3. TO RELEASE ATHENA, and Related Parties of any and all responsibility to PARTICIPANT and agrees to indemnify and hold harmless ATHENA and OWNERS against any and all damages or injuries arising out of participation in the program, including use of the Facilities by any party, including other PARTICIPANTS, or any PARTICIPANT'S negligent acts. This clause does not apply to damages or injuries arising as a direct result of ATHENA or OWNER'S own negligence.
4. TO INDEMNIFY AND DEFEND ATHENA, against and hold harmless from any and all claims, causes of action, damages, judgments, costs, or expenses, including attorney's fees, which in any way arise from PARTICIPANT'S participation in the program, including use of the Facilities, but not including those that arise as a direct result of ATHENA or OWNER'S own negligence.

5. TO PAY for any and all damages to ATHENA's facilities or property caused by PARTICIPANT, negligently, willfully, accidentally, or otherwise.

6. That by participating in the program, events, or utilization of the Facilities of ATHENA, I acknowledge that I fully understand the significant inherent dangers of driving and/or racing vehicles offered to PARTICIPANT and I further acknowledge that I will read and comply with the safety rules provided to me in writing for driving such vehicles (and if I do not understand any point or part of the safety rules, I will advise ATHENA and request further assistance so that I may fully understand them before using the Facilities). I agree that I will not participate in any events or utilize the facilities if I am under the influence of drugs or alcohol, if I am pregnant, or if there is any other physical condition that may impair my ability to understand instructions or to participate without creating risk to others or myself.

In signing this document, I fully recognize and understand that I am giving up my right and PARTICIPANT'S right to make a claim or file a lawsuit against ATHENA even if they or the event operator negligently or by some other act or omission cause injury or damage to participant.

I agree that this Release of Liability is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held to be invalid, the balance of the agreement shall continue in full legal force and effect.

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE VOLUNTARILY AGREEING TO LET YOUR MINOR CHILD ENGAGE IN ONLINE ACTIVITY. YOU ARE AGREEING THAT, EVEN IF ATHENA RACING USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY ENCOUNTER ADVERSITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND ATHENA RACING HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I understand that this is a release of all claims that is binding on myself, my heirs, members of my family, personal representatives, and assigns. I understand that I am assuming all risk inherent in the above referenced event or activity. I voluntarily sign my name as evidence of my acceptance of the above provisions.

I have read and understand this document.