

### ***Release of Liability Clause:***

In consideration of the acceptance of the right to participate, all volunteers, participants, spectators and American Car Show members, by execution, notice or receipt of this form, release and discharge The American Car Show, American Outreach Foundation, and Old Town La Quinta and its officers, directors, agents, representatives, volunteers and servants, and anyone else connected with the management or presentation of the American Car Show or otherwise, from claims, demands, any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with others while at the event.

Further, each participant expressly agrees to indemnify all of the foregoing entities, firms, persons and bodies of and from any and all liability, claims, demands, suits, costs, charges and expenses, including without limitation attorneys' fees, arising out of or in any way related to the alleged acts or omissions of the entity or its employees, agents, or subcontractors, including but not limited to claims of property damage, personal injury, death, contractor's failure to perform any of its obligations under this agreement, or any other statutory, contract or tort claims.

Any controversy, claim or dispute arising out of or relating to the participation in the activity identified above and/or the foregoing shall be resolved through binding arbitration under the applicable rules of American Arbitration Association. The venue for the arbitration shall be in Palm Springs, California. Each party shall be responsible for its own costs and attorneys' fees incurred in connection with the arbitration.