

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
Concorso Italiano is an event owned by The Concorso Italiano Foundation, a registered 501c3 charity, and operated by Concorso Italiano Inc., a California State Corporation operating the event Concorso Italiano, at Monterey Bay, California • August 17, 2024 – referred to herein as “CI”.

IN CONSIDERATION of being accepted to participate as a Vehicle exhibitor in the Concorso Italiano, (held at Monterey Bay, California or such other location as is selected by CI). the Vehicle Exhibitor, for himself, his personal representatives, heirs, successors and assigns, as well as the Vehicle’s owners, any officers, heirs and affiliates, acknowledges, agrees and represents that:

1. THE VEHICLE EXHIBITOR HEREBY accepts the risks inherent in the event and hereby agrees to release the Concorso Italiano Foundation, Concorso Italiano, Inc., its owners and affiliates, Other Event Vehicle Exhibitors, the venue or such other location as is selected by CI, the venue City, and all Participating Clubs, vendors, sponsors, partners and any and all employees or contractors or their assigns from any loss, liability or damage caused to the Vehicle or to the Vehicle Exhibitor, any and all person connected howsoever to the vehicle, their personal property, including claims for negligence, which arise out of the participation in or travel to and from the event at the venue or such other location as is selected by CI.
2. THE VEHICLE EXHIBITOR HEREBY agrees to save and hold harmless and indemnify The Concorso Italiano Foundation, Concorso Italiano, Inc., its owners and affiliates, Other Event Vehicle Exhibitors, partners, sponsors and all affiliate in any way with the event, the venue or such other location as is selected by CI, the venue City (Indemnities), from all claims for loss, damage, cost, expense, fine or penalty, personal injury, regardless of whether the same is also indemnified against by any other person, arising out of or in connection with the Vehicle Exhibitor’s participation in or travel to or from the event at the venue, regardless of any omission or negligence of any Indemnities.
3. THE VEHICLE EXHIBITOR WARRANTS THAT Vehicle Exhibitor’s automotive liability and property insurance covers each vehicle that has been registered for the CI and any personal property of the owner or other persons connected to the vehicle in any way. The Vehicle Exhibitor understands that the Vehicle Exhibitor's vehicle insurance and liability insurance will be solely responsible for any personal injury, property damage or liability claims that occur at the CI.
4. THE VEHICLE EXHIBITOR AGREES that any property damage to the venue

or such other location as is selected by CI as a result of negligent behavior or intentional misconduct by the Vehicle Exhibitor will be the sole financial responsibility of the Vehicle Exhibitor.

5. THE VEHICLE EXHIBITOR further expressly agrees that the foregoing release, waiver, and indemnity agreement is 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 invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6. By clicking on the "I AGREE" button and registering the vehicle into the Concorso Italiano, THE VEHICLE EXHIBITOR HAS READ AND VOLUNTARILY AGREED TO THIS RELEASE AND WAIVER, and further agrees that no oral representation, statement or inducement apart from the foregoing written agreement has been made.

7. The parties agree that this agreement shall be interpreted in accordance with the laws of the State of California. Any dispute relating to or arising out of this agreement shall be submitted to binding arbitration with the American Arbitration Association, for hearing in California. A one and one half percent (1.5%) per month late fee will be assessed on any late amounts.

8. In event of default or non-payment the entire total value of contract will be due and payable immediately.

9. If dispute arises over a matter related to Vehicle Exhibitor's participation in CI and the matter is referred to a collection agency or attorney, the substantially prevailing party shall be entitled to recover its reasonable attorney fees and collection fees.

10. CI Reserves the right to refuse service to anyone.

VEHICLE EXHIBITOR TERMS AND CONDITIONS

1. Unless you are an approved Concorso Italiano Vehicle Exhibitor (Sponsor partner, Dealer pavilion, corporate pavilion or vendor) and are registered as such, absolutely no soliciting is allowed, including, but not limited to, distributing any material, brochures or offerings of any kind on the venues property without written permission from the organizers of Concorso Italiano. Registered Concorso Italiano Vehicle Exhibitors agree not to distribute any flyers or brochures in, on, outside or

anywhere at the CI. Vehicle Exhibitors also agree that the entire space of their display shall be limited to the dimensions of the parking space provided. Nothing other than explanatory banners, detailing history, ownership or specs, is permitted in, on or around your vehicle and ABSOLUTELY NO "FOR SALE" signs of any kind are permitted in the CI.

2. PLACEMENT: Exhibitors agree to have their vehicle placed at the Concorso Italiano either Friday between 3pm and 5pm or Saturday morning between 6am and 9am. Gates close promptly at 9:00 am and no additional vehicles will be admitted. Failure to place your vehicle on time, will void your registration and you will be required to purchase general admission tickets at the gate.

3. DEPARTURE: Exhibitors agree to keep the vehicle at the Concorso until 4:00 pm. NO EXCEPTIONS. If you know you need to leave early, please park in general parking and purchase a general admission to the event. The gates will be secured and no exits permitted. Any "Emergencies" requiring early departure will require DOCUMENTATION of the emergency within 72 hours of the event, to the ci@concorso.com email. Documentation shall include physician notice, Hospital notice on hospital letterhead, or similar true emergency. Leaving for personal reasons, attendance at other events or auctions does not constitute an emergency. If you choose to leave early, please park in general parking, and purchase general admission to the event.

****FAILURE TO PROVIDE SATISFACTORY DOCUMENTATION OF STATED EMERGENCY WILL RESULT IN A \$450 CHARGE TO YOUR ACCOUNT.**

Event ends at 5:00 and all vehicles shall be removed from the lawn of the event by 7:00 pm unless specific permission is previously granted. Unauthorized vehicles remaining after 7:00 pm will be towed at owners expense.

4. Use of the Concorso Italiano logo on any item displayed or sold is prohibited unless written authorization has been obtained. Absolutely no unauthorized clothing sales of any type.

5. Concorso Italiano does not assume any responsibility for loss at the event. Please be sure your insurance is in full effect.

6. All Vehicle Exhibitors must have a registration for their vehicle.

7. Vehicle Exhibitors agree to abide by all rules and regulations as promulgated by

Concorso Italiano from time to time.

8. Vehicle Exhibitor agrees that violation of this agreement may result in removal from the event without reimbursement, and to pay all security charges or towing charges immediately.