

## RELEASE OF LIABILITY AND WAIVER OF RIGHTS

This Release of Liability and Waiver of Rights (the “**Agreement**”) is entered into by the undersigned participant, on behalf of himself/herself/themselves if an individual, or on behalf of the undersigned entity if executed by an authorized representative (in either case, the “**Participant**”), in favor of and for the benefit of American Center for Mobility (“**ACM**”), and ACM’s contractors, affiliates, successors, assigns, officers, directors, managers, employees, volunteers, representatives, agents, and insurers (collectively with ACM, the “**Released Parties**”).

This Agreement applies to Participant’s presence at, access to, observation of, and participation in any manner in activities at ACM’s facility located at 2701 Airport Drive, Ypsilanti Township, Michigan 48198 or any other premises owned or operated by ACM (the “**Facility**”), including but not limited to driving, racing, lapping, testing, practice, instruction, ride-alongs (being a passenger), spectating, crew support, vehicle staging, loading/unloading, use of any buildings, garages, access roads, and common areas within the Facility (collectively, the “**Activities**”) for [Demo Day] taking place on [April 28, 2026] and any other dates that Participant attends Activities at the Facility within one (1) year of the date of signature below unless a later form supersedes this Agreement. The Activities may also take place on surrounding roads near the Facility that are open and available to the public. The Activities may involve vehicles owned by ACM, Participant, or any other party. In consideration of ACM permitting Participant to access the Facilities in connection with the Activities, Participant agrees as follows:

1. ACKNOWLEDGEMENT ASSUMPTION OF RISK. Participant understands, acknowledges, and agrees that participation in the Activity and other track related Activities is voluntary and involves inherent and obvious risks, hazards, and dangers that can result in serious bodily injury, permanent disability, paralysis, property damage, COVID-19, death, and economic and non-economic losses. Additional risks may include, without limitation, high-speed vehicle operation; loss of vehicle control; collisions with vehicles; walls, barriers, or debris; natural or man-made objects; mechanical failure; fire; explosion; fluid leaks; contact with hot surfaces; track surface irregularities; inclement weather; acts or omissions of other participants, crew, instructors, or spectators; equipment malfunction, failure, or defective design; improper or negligent installation or maintenance of equipment; damage to equipment or property; loss or theft of property; negligence by employees or agents of ACM. Participant further understands that these risks may be increased by Participant’s own actions or inactions, the condition or maintenance of Participant’s vehicle (if applicable), equipment failure, negligence, but also from the actions, inactions, or negligence of others, or the condition of the Facility, or vehicles. Further, there may be other risks not known to Participant or reasonably foreseeable at this time, provided, however, Participant acknowledges that it is impossible to eliminate all risks.

**PARTICIPANT FREELY AND VOLUNTARILY ASSUMES ALL SUCH RISKS DESCRIBED IN THIS AGREEMENT, BOTH KNOWN AND UNKNOWN, FORESEEABLE AND UNFORESEEABLE, EVEN IF ARISING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT TO THE EXTENT PERMITTED BY LAW OF ANY RELEASED PARTY OR OTHERS, AND ACCEPTS FULL RESPONSIBILITY FOR ALL LOSS, COST, AND DAMAGE INCURRED AS A RESULT OF SUCH RISKS.**

2. RELEASE FROM LIABILITY. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PARTICIPANT HEREBY FULLY AND FOREVER RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE THE RELEASED PARTIES AND ALL OTHERS INVOLVED IN THE ACTIVITIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS’ FEES) OF ANY KIND OR NATURE, WHETHER IN LAW OR IN EQUITY, ARISING OUT OF OR RELATED TO PARTICIPANT’S PRESENCE AT THE FACILITY OR PARTICIPATION IN THE ACTIVITIES, INCLUDING THOSE ARISING FROM THE NEGLIGENCE, OMISSION, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ANY RELEASED PARTY. THIS RELEASE APPLIES TO CLAIMS FOR PERSONAL INJURY, ILLNESS, DEATH, EMOTIONAL DISTRESS, PROPERTY DAMAGE, AND ANY OTHER HARM. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT RELEASES, WAIVES, OR LIMITS CLAIMS THAT CANNOT BE RELEASED AS A MATTER OF LAW.**

3. INDEMNIFICATION. To the fullest extent permitted by law, Participant on behalf of itself, and its heirs, executors, administrators, representatives, successors, and assigns (collectively, “**Participant Releasees**”) agree not to sue shall indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, actions, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses (including reasonable attorneys’ fees, experts’ fees and court fees and other costs) under any legal theory, not known or hereafter known in any jurisdiction (collectively, “**Claims**”) relating to, or resulting from, arising out of, or alleged to have arisen out of (in whole or in part) any property damage or bodily injury (including death) to the Participant Releasees’ attendance resulting in any way from: (i) Participant Releasee’s presence at the

Facility or participation in the Activities; (ii) Participant Releasee's vehicle or equipment; (iii) Participant Releasee's breach of this Agreement or of the Facility rules; (iv) Participant Releasee's negligence; (v) loss or theft of personal property; (vi) any violation of applicable law, ordinance, or regulation, and/or (vii) any publicity rights granted herein this Agreement. This indemnity obligation applies even if any claim is caused in whole or in part by the negligence or strict liability of the Released Parties.

4. **WAIVER OF DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTICIPANT RELEASEES SHALL NOT ASSERT, AND HEREBY WAIVE, ANY CLAIM AGAINST ANY RELEASED PARTY ON ANY THEORY OF LIABILITY, FOR ACTUAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THE ACTIVITIES OR ACCESS TO THE FACILITY.**

5. **REPRESENTATIONS AND RESPONSIBILITIES.** Participant represents and warrants that he/she/they/it: is legally authorized, competent and of legal age to enter this Agreement; is in good health and medically fit to participate in the Activities; has disclosed any medical conditions that may affect safe participation to drive or ride in a vehicle or otherwise participate in the Activities; holds a valid driver's license (if operating a vehicle) and will present it upon request; will not participate under the influence of alcohol, drugs, or any impairing substances; and will comply with all applicable laws and regulations including traffic laws. If at any time Participant believes conditions to be unsafe or that Participant is no longer in proper physical condition to participate in the Activities, Participant will immediately discontinue further participation in the Activity.

Participant agrees to read, understand, and comply with all Facility rules, instructions, and directives, including vehicle preparation requirements and speed limits off-track. Participant acknowledges that violation of Facility rules or reckless conduct may result in immediate removal from the Facility without refund (if applicable).

6. **MEDICAL TREATMENT.** The Participant consents to the provision of first aid, medical personnel, and to the securing of emergency medical care and transportation including evacuation in the event of injury or illness during the Activities, which may be deemed necessary in the event of any illness, accident, or injury, or medical emergency resulting from or in connection with participation in the activities. Participant acknowledges and agrees that Participant is solely responsible for all costs of such medical care and transportation. Participant releases the Released Parties from any claim arising out of or related to first aid, medical care, or emergency response, except where such release is prohibited by law.

7. **DISCLAIMER; NO WARRANTIES. PARTICIPANT ACKNOWLEDGES THAT THE RELEASED PARTIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SAFETY, CONDITION, DESIGN, OR SUITABILITY OF THE FACILITY, TRACK SURFACE, SAFETY BARRIERS, EQUIPMENT, VEHICLES, OR SERVICES, AND THAT PARTICIPANT ACCEPTS THE FACILITY "AS IS" AND "AS AVAILABLE."**

8. **PUBLICITY.** Participant grants the Released Parties the right to photograph, record, livestream, or otherwise capture Participant's image, voice, name, likeness, and performance during the Activities, and to use, reproduce, display, publish, distribute, edit, and create derivative works from such materials in any media now known or hereafter developed, for promotional or other lawful purposes, without further authorization or compensation, to the extent permitted by law. Participant waives any right of inspection or approval.

9. **MISCELLANEOUS.** All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the State of Michigan without regard to its conflicts of law rules. The exclusive venue for any dispute arising out of or related to this Agreement or the Activities will be the state and federal courts located in Wayne County, Michigan, and Participant consents to the personal jurisdiction of such courts. This Agreement shall be binding upon and enforceable against Participant, Participant's personal representatives, successors and assigns, heirs, and next of kin without limitation. If any portion of this Agreement is held invalid, the remainder shall not be affected and shall continue in full legal force and effect. This document constitutes the entire agreement between ACM and Participant and supersedes any previous or contemporaneous discussions or agreements between the parties in respect of these matters. This Agreement shall be construed and interpreted as broadly as possible under applicable law. Participant agrees that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record. Furthermore, by clicking "I Agree," "Accept," or similar buttons, or by checking a box on ACM's website, the Participant acknowledges and agrees to the terms and conditions of this Agreement. This action constitutes a binding acceptance of the terms herein, equivalent to a handwritten signature.

**BY EXECUTING THIS AGREEMENT, PARTICIPANT REPRESENTS PARTICIPANT HAD A SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT CAREFULLY, UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT PARTICIPANT IS GIVING UP SUBSTANTIAL LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES. PARTICIPANT SIGNS THIS AGREEMENT FREELY AND IS VOLUNTARILY. PARTICIPANT HEREBY WARRANTS THE TRUTH OF THE ABOVE STATEMENTS AND DECLARES THAT PARTICIPANT HAS NOT WITHHELD ANY INFORMATION THAT WOULD INFLUENCE THE DECISION OF ACM IN ALLOWING PARTICIPANT TO PARTICIPATE IN THE ACTIVITIES, INCLUDING, WITHOUT LIMITATION, TO DRIVE ANY VEHICLE PROVIDED BY PARTICIPANT, ACM, OR OTHER PARTIES AT THE FACILITY.**

**PARTICIPANT UNDERSTANDS THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AN AGREEMENT TO INDEMNIFY, AND A COVENANT NOT TO SUE THE RELEASED PARTIES, INCLUDING FOR THE RELEASED PARTIES' OWN NEGLIGENCE TO THE FULLEST EXTENT PERMITTED BY LAW.**

**SIGN HERE:**

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Participant (PRINT)

Participant Signature

Date Signed