

OFFICIAL 2017 GLOBAL MAZDA MX-5 CUP CHALLENGE ENTRY

Entrant hereby submits this Entry for the 2017 Global Mazda MX-5 Cup Challenge (“Event”) to Andersen Promotions, LLC (“ANDERSEN”). Entrant is defined to include Entrant and Entrant’s officers, directors, members, owners, successors, assigns, agent representatives and affiliates. Entrant understands that if this Entry is accepted by ANDERSEN, the Entry will become a binding agreement between ANDERSEN and Entrant, and that the rights granted to ANDERSEN by Entrant in this Entry are in addition to any rights granted to ANDERSEN by Entrant in any other agreement. Entrant acknowledges that Entrant has been provided with or given access to a copy of the Official 2017 Global MX-5 Cup Rule Book, including sporting regulations, technical regulations, illustrations, supplemental guidelines and bulletins published by ANDERSEN for Events (collectively, the “Rules”). Entrant understands and agrees that the Rules is incorporated by reference into this Entry and shall be considered a part of this Entry, Entrant agrees to be bound thereby and by all decisions by ANDERSEN interpreting and applying the Rules, and Entrant understands Entrant is responsible for Entrant Group’s awareness of the Rules and conducting themselves in accordance with the Rules. Entrant agrees that Entrant will be responsible for, and signs this Entry on behalf of, Entrant, Entrant Participants, Entrant Guests and each third party Entrant represents (collectively, “Entrant Group”). The term “Entrant Participant” shall mean and include any person or entity who is a Participant (as defined in Section 12 below) by reason of his/her/its relationship to the Entrant. The term “Entrant Guest” shall mean and include, in addition to Entrant Participants, any person or entity whose attendance at an Event is by invitation of Entrant. As Entrant is responsible for the conduct and claims made by Entrant Group against designated parties, Entrant understands the need to use care in allowing individuals and entities to become a member of its Entrant Group, particularly individuals who are minors in the jurisdiction in which an Event is conducted. Capitalized terms used but not defined herein shall have the meanings set forth in the Rules. Selected Events are included as Federation Internationale de L’ Automobile, Inc. (“FIA”) Events (invitational, national/closed or restricted) and limited to eligible Drivers pursuant to the conditions of the Entry and Rules. In consideration for the opportunity to participate in each Event and the other commitments of ANDERSEN, Entrant hereby agrees to the following:

1. **Entry Deadlines and Fee.** Entrant agrees that the Entry form addendum and the appropriate entry fee must be submitted to ANDERSEN by the published deadlines in order for the Entry to be considered for acceptance. ANDERSEN reserves the right to reject any late Entry or, in the alternative, accept a late Entry and impose such fees and conditions as determined by ANDERSEN in its sole discretion. Entrant understands that Entrant’s Entry is not transferable without ANDERSEN’s written consent.

- The Entry fee is \$1,000.00 for the double race event
- Entries with payment must be received by Andersen Promotions no later than October 9, 2017

2. **Entrant.** Unless otherwise approved by ANDERSEN, Entrant must possess an annual membership, an Entrant’s License, and an Automobile Competition Committee for the United States, FIA (“ACCUS-FIA”) Entrant’s License (including international competition privileges), and an Entrant must remain in good standing to compete in each Event.

3. **Driver.** Unless otherwise approved by ANDERSEN, Driver must possess an annual membership, a Driver’s License, and an ACCUS-FIA Driver’s License (including international competition privileges) or another National Sporting Authority, if applicable, and Driver must remain in good standing to compete in each Event. Another Driver may be substituted for the original Driver provided notification is given to ANDERSEN, approval is granted by ANDERSEN, and the substitute Driver has the required membership and Licenses.

4. **Car.** ANDERSEN may examine Entrant’s Car to determine its compliance with the Rules. An identification tag bearing an assigned registration number will be issued for the Car and must be attached at a readily visible location as designated by ANDERSEN. Notwithstanding any prior approval of an examined Car, Entrant may be disqualified from each Event if a violation of the Rules is discovered during any subsequent inspection.

- The Entry shall include a primary Car only.
- The Car presented at technical inspection shall be the entered Car.

5. **Postponement Dates.** Any necessary postponement dates for a Race will be determined by ANDERSEN pursuant to the Event Agreement between ANDERSEN and the promoter of each Event (“Event Promoter”). ANDERSEN may authorize the reopening of Entries. Unless ANDERSEN determines otherwise, reopened Entries shall close not less than forty-eight (48) hours before the declared starting time of the postponed Race.

6. **Starting Field.** The starting field size shall be determined pursuant to the procedures set forth in the Rules. ANDERSEN may establish performance standards, which Entrant’s Car and/or Driver must achieve in order to participate.

7. **Points and Awards.** Entrants and Drivers displaying the mandatory award sponsor emblems and otherwise complying with the Rules may be eligible to earn points and awards. The points are in addition to the benefits described in this Entry. Awards include without limitation the purse and contingency, special and designated awards. Entrant agrees it

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will display all required emblems on uniforms, Cars and other equipment and/or use all required equipment. The specifications will be contained in the 2017 ANDERSEN Style Guide. Unless otherwise noted, all awards are payable to Entrant on behalf of all members of Entrant Group, including without limitation Drivers.

- **Purse Payout.** The amounts are based upon performance in the Race (e.g., finishing position, not qualifications position).

1st Place	\$75,000.00
2nd Place	\$25,000.00
3rd Place	\$10,000.00
TOTAL:	\$110,000.00

- **Withholdings.**

- **Miscellaneous.** Entrant and Driver agree ANDERSEN may withhold any amounts owed by Entrant and/or Driver to ANDERSEN, its affiliates, and the primary manufacturers and builders of the Car and related components identified by ANDERSEN including without limitation The Michelin Group, BFGoodrich Tires, Mazda North America, VP Racing Fuels and Long Road Racing, (collectively, the “Manufacturers”) from any and all amounts payable by ANDERSEN to Entrant and/or Driver and pay such amounts withheld to third parties, including Manufacturers, in ANDERSEN’s discretion. Notwithstanding the foregoing, all awards may be withheld by ANDERSEN in whole or in part, or denied in whole or in part, if ANDERSEN determines in its discretion that any member of Entrant Group has failed in any way to comply with the terms and conditions of this Entry and/or the Rules.

8. Facilities.

- ANDERSEN reserves the right to assign transporter parking, garages, and pits.
- Entrant, on behalf of Entrant Group, further agrees to abide by posted security, safety (including smoking, fire and fuel), garage and/or parking rules and/or codes.
- Entrant is not permitted to make any changes or additions, such as wall banners, wall fasteners, decorations, or floor coverings, to a garage or pit without prior written approval from Event Promoter. Entrant agrees to reimburse Event Promoter for the cost of repairing any damage that occurs during occupancy by Entrant.
- Entrant is not permitted to use curtains, drapes or any other privacy devices which limit visibility into the Entrant’s garage or pit without prior approval by ANDERSEN.
- Entrant agrees upon request of Event Promoter to vacate the premises upon the completion of each Event.

9. Rules and Regulations.

- Entrant acknowledges that ANDERSEN and Event Promoter have reserved and have the right to place additional rules and regulations into effect if, in the discretion of ANDERSEN and/or Event Promoter, such additional rules and regulations become desirable. In the case of a conflict in the Rules, ANDERSEN shall make a determination and its interpretation shall be final.
- Entrant understands and agrees that ANDERSEN has the right at any time to withdraw the privileges of participation or otherwise reject, exclude or disqualify any member of Entrant Group, including but not limited to, any Car, Driver, or other Entrant Participant, if ANDERSEN in its discretion determines that rejection, exclusion or disqualification is in the best interest or integrity of ANDERSEN, Global MX-5 Cup or the promotion of its Events. Entrant, Driver and any third party they represent, including without limitation other Entrant Participants, shall have no claim for damages or injunctive relief against ANDERSEN, Event Promoter, and/or their representatives by reason of such rejection, exclusion or disqualification.

10. Access Obligation.

- Entrant shall receive a designated number of event credentials, and passenger car parking passes as determined by ANDERSEN.
- Entrant agrees not to allow a member of the Entrant Group, including Entrant Guest, Entrant Participant and an Entrant who is an individual, to have access to restricted areas of the Event venue without requiring all such persons to sign an ANDERSEN, series organizer and/or Event Promoter release, and that Entrant will be fully liable for any liability, injury or damages resulting from its failure to satisfy this requirement, even if Entrant contends that any member of the ANDERSEN Group (as defined in Section 11) contributed, by negligence or otherwise, to this failure. If Entrant elects to include a member of its Entrant Group who is a minor in the jurisdiction in which an Event is conducted, Entrant understands that Entrant is indemnifying ANDERSEN Group for their own negligence for any claim made by or on behalf of minor including claims that minor’s release is invalid for any reason.

11. **Assumption of Risk, Covenant Not to Sue, Liability Release, and Indemnity.**

- Entrant reaffirms its agreement and understanding of the Release and Indemnity Agreement executed as part of Entrant's 2017 License and Membership Application and acknowledges that its terms are specifically applicable to each Event. Such Release and Indemnity Agreement is incorporated herein as if fully set forth herein, and Entrant recognizes that among the terms of such Release and Indemnity Agreement, Entrant is:
 - (a) specifically assuming all risks associated with each Event,
 - (b) releasing ANDERSEN, Event Promoter, track owner and/or licensee, ACCUS-FIA, FIA, Battery Tender, The Michelin Group, BFGoodrich Tires, VP Racing Fuels, Long Road Racing, Mazda Motor Corporation, Mazda Motor of America, Indianapolis Motor Speedway Corporation, Indianapolis Motor Speedway, LLC, Motorsports Safety Technology, LLC, Participants, and their officers, directors, members, owners, successors, assigns, agents, employees, representatives and affiliates (“ANDERSEN Group”) from any and all claims or liability arising out of injury or property damage suffered in any way out of participation in each Event, including any claims or liability arising from the negligence of any member of the ANDERSEN Group, and
 - (c) giving up its and their rights to sue for breach of contract, for alleged acts of negligence of any member of the ANDERSEN Group, and controversies that in any way involve interpretation or application of the Rules.
- Entrant reaffirms its agreement that its only recourse with regard to the Rules is within the protest and appeal procedures of the Rules and that any decision of ANDERSEN is final, binding and non-appealable.
- Entrant acknowledges that it has undertaken an indemnity obligation that ANDERSEN has the ability to fully enforce in accordance with its terms.
- The term “Participant” shall include any person or entity along with their officers, directors, members, owners, successors, assigns, agents, employees, representatives, and affiliates that are in any way associated or connected with the track premises, testing facilities or other approved locations or Event, including but not limited to, facility owners, event promoters, municipalities, racing associations, sanctioning organizations, series organizers, Officials, workers, volunteers, Entrants, Car owners, Drivers, pit crew members, safety crew members, medical/rescue personnel, sponsors, manufacturers, suppliers, designers, advertisers, inspectors, construction contractors, engineers, architects, insurers and all persons in a restricted area.

12. **Media Release and Assignment.** Entrant reaffirms its agreement and understanding of the Media Release and Assignment (“Assignment”) it executed as part of Entrant's 2017 License and Membership Application. The Assignment is incorporated herein as if fully set forth and Entrant acknowledges that the terms of the Assignment are specifically applicable as to Entrant, Entrant Group and to each third party Entrant represents as to each Event.

13. **No Limitation on Other Agreements.** Unless specifically stated, this Entry in no way limits or reduces the parties' rights and obligations to each other under other obligations or agreements between the parties, including without limitation the Rules, 2017 Entrant's License and Membership Application, and any and all release agreements, licensing agreements or other arrangements.

14. **Entrant's Good Faith to the Public Pledge.** In recognition of the support of racing fans and efforts and monies expended by sponsors, ANDERSEN and Event Promoter in connection with each Event, Entrant, on behalf of Entrant Group, agrees to participate in each entered Event; provided, however that the failure to Entrant to make a starting field for a Race after a good faith attempt to practice and/or qualify for the Race shall not constitute a breach of this Section 14. Entrant agrees not to engage, alone or with others, in tactics which would disrupt or delay an Event, and to cooperate fully with ceremonies preceding, during and following an Event, and to refrain from any conduct which would disrupt or detract from such ceremonies.

15. **Public Morals and Conventions.** Entrant shall assure that members of Entrant Group conduct themselves with due regard to public morals and conventions. If at any time Entrant or members of Entrant Group such as Drivers or any other Entrant Participants do anything to bring ANDERSEN or its brand under negative public scrutiny as determined by ANDERSEN in its discretion, ANDERSEN may so notify Entrant, and Entrant shall have five (5) business days to investigate and recommend, in writing, a course of action to ANDERSEN to cure such issues. ANDERSEN may accept Entrant's proposed course of action (which, if accepted, shall be undertaken with diligence by Entrant) or terminate the agreement upon written notice to Entrant, in ANDERSEN's discretion.

16. **Force Majeure; Governing Law; Choice of Forum.**

- No member of the ANDERSEN Group shall be liable to any member of the Entrant Group for any delay in the performance of this Agreement by any member of the ANDERSEN Group, or for any delay, shortening or cancellation of any event or activity (“Altered Event”), or for any damages suffered by any member of the Entrant Group, to the extent that any Altered Event or other nonperformance is due to causes beyond any member of the ANDERSEN Group's control, including, but not limited to, acts of God, war, civil strife, acts of terrorism, conditions of serious threat to health or safety, rain, fire, strikes, inclement or severe weather (including lightning strikes), power outages or inability to obtain necessary labor or materials.

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- Regardless of where the agreement is executed by Entrant and/or accepted by ANDERSEN, Entrant recognizes and agrees that the agreement is an Indiana contract and forms a contractual relationship established in the state of Indiana and governed by the laws of Indiana. This agreement and relationship is a legal one and Entrant should consult its attorney if it has any legal questions. The agreement shall be governed, construed and enforced in accordance with Indiana law, without regard to the principles of conflicts of laws thereunder.
- The parties agree to submit to the exclusive jurisdiction and venue of the federal and state courts in Marion County, Indiana for any action arising out of this agreement.

Entrant's Name: _____

d/b/a (if applicable): _____

Authorized Representative's Signature: _____ *Read! This is a legally binding document.* _____

Printed Name: _____ **Date:** _____

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**OFFICIAL 2017 GLOBAL MAZDA MX-5 CUP CHALLENGE REGISTRATION
MAZDA RACEWAY LAGUNA SECA: OCTOBER 12-15, 2017**

- Please Type or Print -

Entrant Name: _____
FIA License #: _____ Federal Tax ID #: _____ Telephone number: _____
Street Address/City/State/Zip Code: _____
Corporate Representative's Name/Title/Email Address: _____
Entrant Owners:
Name(s): _____ Title(s): _____

Driver Name: _____ FIA License #: _____

Car #: _____ Official Car Name: _____
(Requested for program listing, pit wall and media use. Each name is restricted to 35 characters including spaces and punctuation marks.)

Entrant represents and warrants to ANDERSEN that Entrant is the sole owner of the Car. Upon request by ANDERSEN, Entrant must submit an Affidavit of Ownership of the Car and/or other proof of ownership acceptable to ANDERSEN. If Entrant is not the sole owner of the Car, Entrant must state the owner or other owners of the Car below and submit proof of Entrant's authorization to enter the Car in an Event(s). Car Owner or other Owners (If Entrant is not the sole owner): _____

In consideration of ANDERSEN's approval and Entrant's opportunity to participate, Entrant certifies that the information on this Entry is true and correct, and agrees to indemnify ANDERSEN Group (as defined in the Official 2017 Global MX-5 Cup Entry) for any and all damages ANDERSEN Group may incur if any information on this Entry is false, incomplete or misleading. Entrant further certifies that Entrant has read and signed this Entry and agrees to be bound hereby.

Entrant Name: _____
d/b/a (if applicable): _____

Corporate Representative's Signature: _____ Date: _____
Corporate Representative's Printed Name: _____

Return this Entry to:
Michelle Kish, Chief Operating Officer
Andersen Promotions, LLC 10101 US 41 North, Palmetto, FL 34221
(941) 845-3201 (Telephone)
mkish@andersenpromotions.net (email)

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Payment Terms

Please make checks payable to Andersen Promotions

Cardholder Name: _____

Card Billing Address: _____

Credit Card Type (circle one):



DISCOVER



Credit Card Number:

Name on Card: _____

Expiration Date: _____ CSV 3 or 4 digit code: _____

Credit card payments will be subject to a 3.5% surcharge