LEGAL LANGUAGE TO BE INCLUDED IN SUBMISSION FORM FOR THE SPEEDWAY PROJECT

1. CONSENT TO USE PHOTOGRAPH, RECORDING OR SCAN (File): By submitting your File, you warrant and represent that you consent to the use of the File by The Speedway Project (“Speedway”), for any and all commercial and promotional purposes in their discretion, including, without limitation, for incorporation into the book/film. Without limitation, you hereby grant to Speedway the perpetual, fully-paid, irrevocable, non-exclusive license to publish, reproduce, prepare derivative works of, distribute, display, exhibit, transmit, broadcast, televise, digitize, otherwise use, and permit others to use and perform throughout the world the File in any manner, form, or format now or hereinafter created, including on the Internet, and for any purpose, all without further consent from or payment or notification to you. Speedway is not responsible for any unauthorized third party use of your File. Files will not be held “in confidence” and your submission of a File does not create a confidential relationship or obligation of secrecy between you and Speedway or any of its affiliates.

2. GRANT OF RIGHTS: You hereby grant to Speedway an irrevocable, perpetual, royalty-free, transferable license, on a gratis basis, of all right, title and interest in and to the File, including, without limitation, all rights of every kind and nature (whether now known or hereafter devised, including all copyrights therein and thereto and all renewals and extensions thereof), throughout the universe, in perpetuity, for all purposes, in any and all media, whether now known or hereafter devised. You (or, if a minor, his/her parent or legal guardian) hereby waive all so-called “moral rights of authors” and “droit moral” rights (and any similar or analogous rights under the applicable laws of any country of the world). You agree and acknowledge that no public performance, synchronization, mechanical, writing, publishing and/or master use royalties, monies or consideration of any kind will be payable in connection with Speedways’s use of the File, whether commercial use or otherwise, in any and all media, whether now known or hereafter devised, and the rights herein are assignable to third parties so long as their use is in Speedway.

3. CONDITIONS: By submitting your File, you agree, represent and warrant that: (1) you will be bound by these terms and conditions; (2) you release and hold harmless Speedway, its parent, subsidiary, affiliated or successor companies, officers, directors, shareholders, employees, agents or representatives from any and all liability for claims, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the submission of your File or Speedway’s use of the File as contemplated herein; and (3) you waive your right to any claim of injunctive relief, and limit any claim to one of money damages; and (4) all disputes, claims and causes of action at law or in equity arising out of or relating to the submission of your File or Speedway’s use of the File as contemplated herein, or the meaning or interpretation of these terms and conditions, shall be resolved by applying the laws of California, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within that state.

4. AGREEMENT: By submitting your File, you (or parent or legal guardian if you are a minor) affirm that you have read, understood, and accepted these terms.