

## EVICTUS DRIVING EXPERIENCE CONTRACT

PARTICIPANT INFORMATION:		EMERGENCY CONTACT INFORMATION:	
Full Legal Name:		Name:	
Physical Address:		Email Address:	
Email Address:		Phone #:	
Phone #:		Relationship:	
Date of Birth:		Other Information:	
Driver's License #:			
Issuing State:			
Expiration Date:			
Insurance Carrier:			
Policy #:			
Phone #:			

Acorn Vans, LLC d/b/a Evictus, along with its affiliates and vendors (collectively referred to herein as "**Evictus**"), is willing to provide the undersigned (referred to herein as "**I**", "**me**" and "**myself**") with the opportunity to participate in test driving or otherwise engaging with (the "**Driving Experience(s)**") of one or more vehicles (collectively, referred to herein as the "**Vehicles**"). I have voluntarily requested a Driving Experience(s). In consideration of being permitted to participate in Driving Experience(s), and intending to legally bind myself, and my family, heirs, administrators, executors, personal representatives and assigns, I voluntarily and knowingly agree:

#### WAIVER & RELEASE:

- To irrevocably, unconditionally and fully release Evictus from any and all claims based upon or arising out of the use, reproduction, distribution, display or performance of all or any part of the photographs or recording, or any derivative thereof, including any claim of invasion of privacy or right of publicity related to the Driving Experience(s);
- To irrevocably, unconditionally and fully waive any claim for, and release and forever discharge Evictus; and all its parent companies, subsidiaries, affiliated entities, predecessors, successors and assigns; and all of their respective affiliates, subsidiaries, shareholders, directors, officers, members, employees, representatives, contractors and agents (collectively the "**Driving Experience Service Provider**") from all actions, causes of actions, complaints, suits, debts, costs, claims, losses, damages and demands whatsoever, which I, and anyone acting through, by or on my behalf, now has, or may have in the future, arising or alleged to arise in any way out of any cause, matter or thing relating to the Driving Experience(s), or my participation in the Driving Experience(s), regardless of the cause or blame, including, without limitation, any negligent act or omission of the Driving Experience Service Provider or any of them;
- To indemnify, defend and hold the Driving Experience Service Provider, and each of them, harmless from any claims, lawsuits, liabilities, damages or losses, including, without limitation, attorney fees and repair to damaged vehicles, resulting from automobile damage, automobile injury, bodily injury, death or property damage which I may cause to myself or others while participating in the Driving Experience(s), or which arise from or relate to my scheduling the Driving Experience(s), regardless of the cause or blame;
- That the Vehicles will be under my custody and control during the Driving Experience(s) and I expressly agree that the waivers, releases and indemnities contained in this Contract specifically apply, without limitation, to my use of the and to any failure, malfunction, malfunction or non-function of the Vehicles or related equipment;
- That the Vehicles may be equipped with a global positioning system device that may enable the Driving Experience Service Provider to track the location of the Vehicles at all times during the Driving Experience(s) and that the Vehicles may be equipped with an embedded telematics device which receives global positioning system signals and communicates with Evictus and will enable Evictus at all times to collect, monitor, and retain an electronic or other record of certain information including, but not limited to, the Vehicles' description, location, speed, direction of travel, time of travel, mechanical condition or incidents involving the Vehicles, operating performance data, search content, and information obtained in connection with the use of the telematics services or device;

- That THE DRIVING EXPERIENCE(S) IS/ARE INHERENTLY DANGEROUS and that there is a DANGER OF SERIOUS BODILY INJURY OR DEATH; I appreciate and voluntarily assume the inherent risks of participating in the Driving Experience(s) and I assume full responsibility for all risk of injury, death, property damage or any other form of injury or damage to or caused by me or others arising out of, relating to or in connection with the Driving Experience(s), or participation in the Driving Experience(s), regardless of the cause or blame;
- To waive, to the maximum extent permitted by law, any statute, ordinance, regulation or requirement of any state or province to the effect that the general release herein does not extend to claims which I did not know or suspect existed at the time I signed this Contract, which, if I had known, may have materially affected my decision to sign this Contract; rather, I expressly agree that all such claims or damages are hereby waived and released to the maximum extent permitted by applicable law; and I expressly waive whatever benefits I may have any equivalent applicable law of any state which provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR";
- That while participating in the Driving Experience(s), I will act reasonably and cautiously and I will be on the lookout for dangerous situations; that I will leave any area that I perceive as unsafe; that I will inform the Driving Experience Service Provider's personnel if I detect anything that I consider to be unsafe; that I will refuse to participate in any activity I deem unsafe; and that I will immediately leave any area I deem unsafe and will not return;
- That, if I am injured while participating in the Driving Experience(s), I hereby authorize the Driving Experience Service Provider to administer, or cause to be administered, any first aid or other treatment perceived as necessary under the circumstances, including treatment by a doctor or hospital of the Driving Experience Service Provider's choice; that any injuries I receive may be compounded, multiplied or enlarged by negligent rescue operations or procedures; and that I expressly agree that the waivers, releases and indemnities contained in this Contract specifically apply, without limitation, to any negligent rescue operation, treatment or selection of medical personnel or facilities;
- That I have medical insurance or other similar insurance to cover any medical expenses associated with any accident which may occur due to my participation in the Driving Experience(s);
- That I am at least 18 years of age and that I am in good physical and mental condition and that I am not currently under the influence of, or taking, any medication, drug or other chemical or substance (expressly including any alcoholic beverages) that may impair my ability to drive a motor vehicle safely;
- That a valid, unrestricted driver's license issued by the state or province of my residence is required to participate in the Driving Experience(s), and, knowing the Driving Experience Service Provider and the other participants will rely on my statement, I hereby declare that I have such a driver's license, that I am over the age of majority in my state or province of residence and that I am competent to sign this Contract;
- That I was given ample opportunity before signing this Contract, to clarify, to my complete satisfaction, any questions or concerns I may have had concerning any term of this Contract and that I fully understand each and every term hereof; and
- That I am participating in the Driving Experience(s) of my own free will and choice, and accordingly I intend to and hereby do make as broad and inclusive a waiver of liability and release as is permitted by law, fully understanding that this entire agreement will be interpreted as broadly as possible in favor of the Driving Experience Service Provider; that if any court of competent jurisdiction finds any part of this Contract to be invalid or unenforceable, the remainder of this Contract will continue to be valid, binding and enforceable; that this Contract will bind me and my family, heirs, administrators, executors, personal representatives and assigns and will benefit the Driving Experience Service Provider and its predecessors, successors and assigns; that this Contract is the entire agreement between me and the Driving Experience Service Provider relating to the Driving Experience(s), superseding any prior agreements or understandings, written or oral, with respect to the Driving Experience(s); that this Contract shall be interpreted under the laws of the State of Utah, without reference to any choice of law principles; that I did not receive any promise, representation, understanding or interpretation of any term of this Contract as an inducement to sign this Contract; and that no officer, employee, representative, contractor or agent of any of the Driving Experience Service Provider is authorized to alter or vary the terms or provisions of this Contract or to make any representations to the contrary.

ALL PARTICIPANTS ARE REQUIRED TO WEAR A SEAT BELT AT ALL TIMES WHEN PARTICIPATING IN DRIVING EXPERIENCE(S).

I UNDERSTAND THAT, BY SUBMITTING A DRIVING EXPERIENCE REQUEST I INDICATE MY ACKNOWLEDGMENT TO THIS CONTRACT, I AM GIVING UP MY RIGHT TO RECOVER DAMAGES FROM OR SUE THE DRIVING EXPERIENCE SERVICE PROVIDER FOR ANY INJURY, DEATH OR DAMAGE I MAY SUFFER WHILE PARTICIPATING IN THE DRIVING EXPERIENCE(S).

NAME AND LIKENESS RELEASE; USE OF OTHER INFORMATION:

- **Release.** Relating to the Driving Experience(s), I hereby grant to Evictus the right and permission to use in perpetuity, my name, likeness, image, voice, recorded voice, appearance, biographical information, statements, performance and/or testimonial(s) (collectively, "**Appearance**") in any manner and in any media, now known or later developed, throughout the world, at any time, for the purpose of advertising and publicizing its products and services, without review, permission or compensation of any amount or kind whatsoever. Evictus or its assigns shall have complete ownership of any recording, product, copy, presentation or other material or file containing or featuring my Appearance ("**Product**"), including copyright interests, and I acknowledge I have no interest or ownership in the Product (or any portion thereof) or its copyright. This grant includes without limitation the right for Evictus to edit, abridge, augment, title, or create a compilation from my Appearance in whole or part as Evictus may elect in its sole discretion.
- **No Obligation.** I understand that Evictus has the right, but not the obligation to use my Appearance.
- **No Conflicts.** I confirm that I have the right to enter into this Contract, that I am not restricted by any commitments to third parties, and that Evictus has no financial commitment or obligations to me as a result of this Contract.
- **Use of Information.** I confirm that Evictus may use the personal and other information I have provided in this Contract to enhance its marketing and promotional efforts and for other activities for so long as such activities are compliant with applicable law. I also confirm that Evictus may use my information to deliver advertisements, information about products, services and promotions, and other information to me

I hereby agree that any claims related to this Contract shall be governed by, construed under, and interpreted in accordance with the internal laws of the State of Utah, without regard to such State's conflict of law principles, and all claims relating to or arising out of this Contract, or breach thereof, or arising from alleged extra-contractual facts prior to, during, or subsequent to this Contract, whether sounding in contract, tort, or otherwise, including, without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the contract, shall likewise be governed by the internal laws of the State of Utah. I hereby submit to the non-exclusive jurisdiction of any state or federal court located in Salt Lake County, Utah for any legal action brought under or in conjunction with this Contract. I ALSO HEREBY IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS CONTRACT. **Participant's Initials:** \_\_\_\_\_

I ACKNOWLEDGE AND CERTIFY THAT I HAVE READ AND UNDERSTAND THIS CONTRACT AND THAT I AM AGREEING FREELY AND VOLUNTARILY. I hereby certify that I have read all of the pages of this Contract in their entirety. My signature below indicates that I fully understand this Contract and agree to its contents.

PARTICIPANT'S SIGNATURE:

(Signature indicates agreement to terms and conditions): \_\_\_\_\_

Printed name: \_\_\_\_\_ Date: \_\_\_\_\_