

PLEASE READ ALL OF THESE TERMS CAREFULLY BEFORE PURCHASING A TICKET OR ATTENDING AN EVENT. THESE TERMS CONTAIN A LIABILITY AND CLASS ACTION WAIVER, A BINDING ARBITRATION PROVISION, AND A COVENANT NOT TO SUE, AND OTHERWISE AFFECT THE TICKETHOLDER'S LEGAL RIGHTS.

ANYONE WHO PURCHASES A TICKET, ACCEPTS THESE TERMS BEFORE AN EVENT, OR USES A TICKET TO ENTER THE VENUE, IS DEEMED TO BE A "TICKETHOLDER." ALL TICKETHOLDERS ARE DEEMED TO HAVE READ THESE TERMS IN THEIR ENTIRETY AND AGREED TO BE BOUND BY THEM.

THE TICKETHOLDER ACKNOWLEDGES THAT THEY ARE GIVING UP CERTAIN LEGAL RIGHTS UNDER THESE TERMS. IF A TICKETHOLDER DOES NOT CONSENT TO THESE TERMS, THEY MAY NOT PURCHASE THE TICKET OR USE IT TO ENTER THE VENUE.

Revocable License and Applicable Terms

A ticket is a revocable license that grants the Ticketholder a one-time entry into the facility, grounds, and/or venue in which the event is being presented (collectively, the "Venue") and if specified on the ticket or purchase confirmation, a reserved seat or standing location, for the specified race or event on the certain date set forth on the ticket or purchase confirmation (the "Event") with no right of re-entry. The person seeking entry pursuant to such license and any accompanying minors (collectively, the "Ticketholder") agrees that such license is subject to these terms ("Terms"). Failure to comply with the Terms will result in forfeiture of the license and all rights arising under it without refund and entitle Management to pursue all available remedies. "Management" means collectively, the National Hot Rod Association ("NHRA") and the person or entity which owns, controls, and/or operates the Venue ("Track Manager"). Management may, in its sole and absolute discretion, refuse or revoke admission to, or eject the Ticketholder from, the Event.

Ticket Sales Are Final

ALL TICKET SALES ARE FINAL. THERE WILL BE NO REFUNDS. CREDITS FOR NATIONAL EVENTS MAY BE ISSUED IN ACCORDANCE WITH THE NHRA TICKET EXCHANGE POLICY ACCESSIBLE AT www.nhra.com/ticket-exchange-policy ("Ticket Exchange Policy"). CREDITS (IF ANY) TO OTHER EVENTS (I.E., NON-NATIONAL EVENTS) WILL BE DETERMINED BY THE TRACK MANAGER; PLEASE CONSULT THE VENUE'S BOX OFFICE OR CUSTOMER SERVICE WITH QUESTIONS. OTHER THAN AS EXPRESSLY SET FORTH IN THE TICKET EXCHANGE POLICY, A TICKETHOLDER'S SOLE AND EXCLUSIVE REMEDY IS A CREDIT IN AN AMOUNT UP TO THE TICKET PRICE SET BY MANAGEMENT ("Face Value") FOR ANY OF THE FOLLOWING: (1) MANAGEMENT'S BREACH OF THESE TERMS; (2) IF ADMISSION IS REFUSED OR REVOKED FOR ANY REASON; (3) IF THE TICKET IS CANCELLED FOR ANY REASON INCLUDING CAPACITY LIMITATIONS; OR (4) IF THE EVENT IS CANCELED FOR ANY REASON AND NOT POSTPONED. IN NO EVENT WILL ANY TICKETHOLDER BE ENTITLED TO ANY OTHER REMEDY OR DAMAGES, INCLUDING SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING ANY AMOUNT PAID IN EXCESS OF THE FACE VALUE.

Event Details and Policies

The Event date, time, and schedule (including gate opening) are subject to change at Management's sole and absolute discretion, and no such change will entitle Ticketholder to a refund or other remedy if Ticketholder cannot attend. The Ticketholder may be relocated in Management's sole and absolute discretion, and no such relocation will entitle the Ticketholder to a refund or other remedy if Ticketholder is relocated to a seat or standing location of comparable Face Value.

The Ticketholder must comply with all Event policies, directives, and in-Venue announcements including those addressing security, conduct, health, safety, bags, and ticket resale. The Ticketholder and the Ticketholder's belongings may be searched or assessed. **Prohibited items may be confiscated and the Ticketholder's admission may be denied or revoked at Management's sole and absolute discretion. The Ticketholder consents to such searches and assessments and waives all related claims.** If the Ticketholder refuses to be searched, the Ticketholder acknowledges Management has the right to deny or revoke the Ticketholder's admission without a

refund. **Management reserves the right to deny or revoke the admission of any person who it determines, in its sole and absolute discretion, poses a risk to the health or safety of other attendees or whose conduct violates these Terms, any Event policies, directives, or announcements, or is otherwise disorderly (or complicit therein) without refund.**

Audio, Video, and Data

NHRA exclusively owns all rights to the sights, sounds, results, occurrences, and audio-visual representations of the Event, including the right to publicize and commercially exploit the Event. The Ticketholder agrees not to create, transmit, display, exhibit, post, distribute, exploit, misappropriate, or sell (or aid in such activity) (1) any content, description, or account (whether text, data, audio, or visual, and including play-by-play data) of the Event or related events (“Data”) for any commercial or non-personal purpose; (2) any images, videos, audio, or other form of display or public performance or reproduction of any portion of the Event or related events (“Works”) for any commercial or non-personal purpose; or (3) livestreams of any portion of the Event or related events (“Livestreams”). By purchasing this ticket, or accepting these terms before an Event, or using this ticket to enter the Venue, the Ticketholder is deemed to have signed the ticket and agreed to the Terms, which grant Management an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with any Works, Livestreams, and Data.

Publicity Release

The Ticketholder grants irrevocable permission to NHRA and the Track Manager, and their respective sponsors, licensees, advertisers, broadcasters, designees, partners, and agents to use, publish, distribute, simulate, and/or modify the Ticketholder’s image, likeness, voice, actions and statements in any medium including audio, video, or images of the Event for any purpose without further authorization or compensation, and the Ticketholder waives all claims and potential claims relating to such use unless prohibited by law.

Any collection, use, and/or disclosure of Ticketholder data in connection with the Ticketholder’s purchase or use of the ticket, attendance at the Event, or use of websites, mobile applications, and other online or offline services of NHRA or Management, including use of the Venue’s Wi-Fi network, (“Services”), are subject to the privacy policy and terms of use located at <https://www.nhra.com/privacy-policy> and <https://www.nhra.com/terms-use> (as applicable). These websites set forth how the Ticketholder’s personal information may be used and how to exercise any rights the Ticketholder might have under applicable law. By using the Services, the Ticketholder acknowledges that they have read and understood the terms of the applicable privacy policy and terms of use.

Assumption of Risk

THE TICKETHOLDER KNOWINGLY AND VOLUNTARILY ASSUMES ALL RISKS, HAZARDS, AND DANGERS incidental to the Event and related events, including the risk of personal injury, death, exposure to communicable diseases, viruses, bacteria or illnesses, or the causes thereof, or lost, stolen or damaged property and personal information, whether occurring before, during, or after the Event, however caused. Risks, hazards, and dangers include flying objects, moving vehicles, fumes, loud noises, fires, explosions, chemicals, uneven surfaces, weather, conduct of other attendees, terrorism, active shooters, and other circumstances, whether anticipated or not. The Ticketholder agrees that NHRA, the Track Manager, racing participants, sponsors, and each of their respective officers, owners, officials, sponsors, contractors, assignees, employees, and agents cannot guarantee anyone’s safety or well-being and shall not be liable for any loss, damage, or injury to the Ticketholder.

Management is not responsible for lost, stolen, destroyed, duplicated or counterfeit tickets and may refuse to honor them. Tickets may not be used for, or in connection with, any form of commercial purposes including advertising, promotions, contests, sweepstakes, giveaways, gambling, or gaming, without the express prior written consent of the Management. Use of tickets in violation of law is strictly prohibited and will result in seizure, revocation, and/or forfeiture of the license without refund.

RELEASE, WAIVER, AND COVENANT NOT TO SUE

ON BEHALF OF THE TICKETHOLDER AND TICKETHOLDER’S RELATED PERSONS, TICKETHOLDER KNOWINGLY AND VOLUNTARILY RELEASES AND COVENANTS NOT TO SUE THE RELEASED PARTIES WITH RESPECT TO ANY CLAIMS THE TICKETHOLDER OR

TICKETHOLDER'S RELATED PERSONS MAY HAVE OR HEREAFTER ACCRUE, AGAINST ANY OF THE RELEASED PARTIES, THAT ARISE OUT OF OR RELATE IN ANY WAY TO ANY OF THE FOLLOWING, WHETHER CAUSED BY ANY ACTION, INACTION, OR NEGLIGENCE OF ANY RELEASED PARTY OR OTHERWISE: (1) ENTRY INTO, OR PRESENCE AT OR AROUND, THE EVENT, INCLUDING IN PARKING AREAS, ENTRY GATES, AND ASSOCIATED WITH LOCATIONS NEAR THE DRAG STRIP (INCLUDING ALL RISKS, HAZARDS, AND DANGERS, AS SET FORTH ABOVE); (2) COMPLIANCE (OR LACK OF COMPLIANCE) WITH ANY RULES, REGULATIONS, OR PROTOCOLS APPLICABLE TO THE EVENT; (3) ANY INTERACTION WITH ANY PERSONNEL OF ANY OF THE RELEASED PARTIES AT OR AROUND THE EVENT INCLUDING IN PARKING AREAS, ENTRY GATES, AND ASSOCIATED WITH LOCATIONS NEAR THE DRAG STRIP; OR (4) EXPOSURE TO COVID-19 OR ANY OTHER CONTAGIOUS DISEASE.

As used herein:

- “Related Persons” means the Ticketholder’s heirs, assigns, executors, administrators, next of kin, anyone attending the Event with the Ticketholder (which persons Ticketholder represents have authorized Ticketholder to act on their behalf for purposes of the release herein), and other persons acting or purporting to act on Ticketholder’s or their behalf.
- “Released Parties” means collectively (i) NHRA, NHRA Vision, the Track Manager, and each of their respective direct and indirect affiliates, administrators, designees, licensees, agents, owners, officers, directors, employees, contractors (and their employees) and other personnel; (ii) the direct and indirect owners, lessees and sublessees of the Venue and related grounds (including parking areas and entry gates); (iii) all third parties performing services at the Venue; and (iv) any parents, subsidiaries, affiliated and related companies and officers, directors, owners, members, managers, partners, employers, employees, agents, contractors, subcontractors, insurers, representatives, successors and/or assigns of each of the foregoing entities and persons, whether past, present or future and whether in their institutional or personal capacities.
- “Claims” include demands or proceedings to recover for personal injuries, wrongful death, or property damage arising from negligence or otherwise (e.g., related to the risks set forth in the Assumption of Risk section), but not intentional or willful acts, or wanton misconduct.

Binding Arbitration

ANY DISPUTE, CLAIM, OR CAUSE OF ACTION IN ANY WAY RELATED TO THE TICKET OR THE EVENT (INCLUDING THE ENFORCEABILITY OF THESE TERMS) WILL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS (OR OTHER MUTUALLY AGREED UPON ARBITRATION SERVICE) IN A MUTUALLY AGREED UPON LOCATION. TICKETHOLDER AND MANAGEMENT AGREE THAT ALL DISPUTES WILL BE ARBITRATED ON AN INDIVIDUAL BASIS. TICKETHOLDER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THEY ARE WAIVING THEIR RIGHT TO A COURT OR JURY TRIAL AND ANY RIGHT TO LITIGATE OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION OR CLASS ARBITRATION. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.

Minors

As noted above, the “Ticketholder” is defined to include minors in certain instances. If you are a parent or guardian purchasing or tendering a ticket on behalf of a minor, or accompanying a minor to the Event, or allowing the minor to attend the Event, you are deemed to have agreed to these Terms and given all of the grants of rights, releases, and waivers set forth herein on the minor’s behalf. If you do not wish to or are not authorized to grant such rights, releases, and waivers on behalf of such minor, you should immediately accompany the minor out of the track/venue.

Resale

The Ticketholder agrees to refrain from selling any ticket, or offering any ticket for sale (a) at or near the Venue, and (b) above the Face Value of the ticket.

Parking

These Terms also apply to and govern parking at the Venue. In addition to any rights or remedies Management may have under these Terms or under applicable law, Management may tow any vehicle for any violation of these Terms (as applicable to parking), or any parking policies at the Venue. Purchasing a parking pass or using one to park a vehicle at the Venue does not create a bailment; only a license of space for the parking of a standard-sized, non-commercial vehicle is granted. Management has no liability for loss or damage of any kind whatsoever to any vehicle parked at the Venue pursuant to a parking pass.

Fan Health Promise

The Ticketholder agrees that the Ticketholder will not attend the Event if, under applicable guidelines in effect at the time of the Event, it is recommended that the Ticketholder stay at home, quarantine, and/or isolate (e.g., as a result of testing positive, developing symptoms, or exposure to COVID-19).

Interpretation

These Terms are intended to be interpreted to the broadest extent permitted by law. If any part of these Terms is held to be void or unenforceable, then that part is to be construed by modifying it to the minimum extent necessary to make it enforceable, and the rest of the Terms shall remain in full force and effect as written. "Including" means "including, without limitation." In the event of conflict between these Terms and any other terms related to the Ticketholder's use of this ticket or attendance at the Event, these Terms shall supersede and govern to the extent of such conflict.