

CIRCUIT OF THE AMERICAS, LLC (“COTA”) OWNS AND OPERATES A MOTORSPORTS AND ENTERTAINMENT FACILITY KNOWN AS CIRCUIT OF THE AMERICASTM AND GERMANIA INSURANCE AMPHITHEATER (THE “FACILITY”) LOCATED NEAR AUSTIN, TEXAS. COTA INTENDS TO HOST CERTAIN MOTORSPORTS EVENTS, MUSICAL EVENTS (CONCERTS AND MUSIC FESTIVALS IN THE AMPHITHEATER AT THE FACILITY), AND OTHER EVENTS AT THE FACILITY (COLLECTIVELY, THE “EVENTS”).

THE USER desires to obtain certain rights for the fees and other consideration as set forth in this Agreement or as otherwise agreed and COTA desires to grant such rights to THE RV USER, as provided in this Agreement.

The RV Spot USER IS hereby granted a Licensee TO ENTER THE FACILITY WHEN THE GATES ARE OPEN FOR PUBLIC ENTRY AND CIRCUIT OF THE AMERICAS, LLC (“LICENSOR”) CONDUCTS AN EVENT.

THIS RV SPOT WAIVER AND RELEASE IS A LEGAL AGREEMENT BETWEEN CIRCUIT OF THE AMERICAS, LLC (“COTA”) AND THE RV SPOT USER. WITH THE COMPLETION OF THE RV PARK RESERVATION THE RV SPOT USER AGREES THAT IT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN. RV SPOT USER AGREES TO FOLLOW ALL OF THE TERMS AND CONDITIONS OF THIS WAIVER AND RELEASE AND RV RULES.

Upon receipt by COTA of this release and waiver, COTA agrees to permit RV Spot User access to the RV Spot on the following terms but only for the designated Event or Event(s):

1. Indemnification

A. RV Spot User agrees to indemnify, release, defend and hold harmless COTA, its affiliates and each of their respective officers, partners, employees, directors, members, owners, managers and agents (Collectively, “Indemnitees”), from and against any liability, losses, claims, demands, costs and expenses, including attorney’s fees and litigation expenses, arising out of or related to any personal injury or property damage to RV Spot User’s employees or equipment or COTA’s property or third party’s in connection with RV Spot User’s performance of the RV

Spot User activities or use of the RV Spot regardless of whether such personal injury or property was caused solely by the RV Spot user excepting from this indemnity only the gross negligence or willful misconduct of an Indemnitee.

B. Assumption of Risk. RV Spot User access to the RV Spot and the activities are at his/her own risk and RV Spot User assume such risks with full knowledge and understanding and without any coercion or distress.

C. Disclaimer of Liability. Neither COTA nor any of its affiliates or any of their respective officers, partners, employees, directors, members, owners, managers, or agents (collectively, the “COTA Parties”), will be liable or responsible for any loss, damage, or injury to RV Spot User or to any property of RV Spot User or RV Spot User’s invitees, resulting from any cause whatsoever, unless due to, and only to the extent of, the gross negligence or the willful misconduct of COTA parties.

D. RV Spot User agrees to abide by the rules and regulations set forth below

Check In: Check in of all camp sites begins at noon.

Check Out: All camp sites must be checked out no later than noon, unless prior arrangements are made.

WiFi Network: ReV Line Park

Password: COTArv2020!

Due to insurance regulations, the following rules and guidelines regarding motorized vehicles are strictly enforced by Circuit of The Americas (COTA):

- ♣ RV’s operating on COTA property must have liability insurance coverage.
- ♣ Only one (1) tow vehicle pass is permitted per space.
- ♣ Tow/support vehicle must be parked within your designated RV space.

♣ All RV and tow-vehicle passes must be displayed in plain view upon entering the RV Park and during the duration of stay when issued.

♣ RV and tow-vehicle passes are non-transferable and cannot be duplicated. Non-permitted vehicles are subject to tow at owner's expense.

♣ Anyone caught with copied or counterfeit issued passes will be removed from COTA property without refund. Violators are subject to prosecution.

♣ Speed limit inside RV areas is 7 MPH and will be strictly enforced.

♣ Fully enclosed parking patterns are not permitted. COTA reserves all rights to change any parking pattern deemed unsafe.

♣ Box trucks, cargo trucks, rental trucks or enclosed hauling trucks are not allowed.

♣ Washing RV's while in the Park is not permitted.

♣ Performing maintenance or tuning of vehicles within the Park is not permitted.

♣ Tractor-trailer rigs are not permitted in the RV area.

Quiet Hours and Viewing Practices

♣ Quiet hours are enforced between 12:00 AM and 7:00 AM. Please respect your neighbors.

♣ All RV's must be self-contained, external generators are not permitted during quiet hours.

♣ External stereo or television speakers are permitted provided noise does not disturb other patrons. No bullhorns, stage-lights, DJ's or live bands are allowed.

♣ Nothing within the assigned space can block sight-lines of other spaces.

♣ EZ-Up tents that are securely attached to the ground in your assigned space are permitted. COTA reserves the right to have tents taken down if wind exceeds 15 MPH.

♣ Tents in excess of 400 square feet require permitting from the Austin Fire Department. No tents in excess of 700 square feet are allowed.

♣ Scaffolding of any kind is not permitted. Ladders and platforms must be permanently attached to vehicles. No platforms more than 12 inches above the roofline are allowed.

- ♣ Awnings that are attached to your RV are permitted, provided it fits inside your assigned space.
- ♣ No reserving unoccupied spaces.
- ♣ Solicitation of any type is not permitted on COTA property. Sale of food, beverages, souvenirs or merchandise of any type is not permitted.
- ♣ No non-COTA advertising of any kind is allowed.
- ♣ Please place trash in appropriate receptacles.

Guest Safety

- ♣ Fire lanes must remain open at all times. Any vehicle blocking a fire lane will be towed at the owner's expense.
- ♣ Open fires are not permitted in the RV spaces. Covered propane grills are permitted. (There are charcoal grills in the pool area for COTA Camping guests' convenience).
- ♣ Firearms, fireworks and weapons of any type are not permitted. Violators are subject to arrest.
- ♣ No storage of gasoline.
- ♣ Please be aware of all carbon monoxide dangers that can be harmful to you or other guests.
- ♣ Vehicle and generator exhaust must be expelled away from other campsites.
- ♣ For the safety of your pets and other guests: all pets on COTA property must be kept on a leash while outside personal vehicle. For the comfort of others visiting our property, please clean up after your pet.
- ♣ No flashing lights on vehicles or flagpoles. Flagpoles must be securely attached to your vehicle.
- ♣ No swimming pools or hot tubs allowed.
- ♣ Kites, sky lanterns, candle balloons, and drones are not permitted.
- ♣ Public drunkenness, violence, or any disorderly conduct will result in the expulsion from camping area and possible arrest.

♣ All patrons are responsible for their own safety and the safety of others. COTA is not liable for actions that endanger your safety or the safety of others.

♣ COTA is not responsible for lost, damaged or stolen property.

All rules are enforced/interpreted at the sole discretion of COTA and its partners.

Cancellation policy: You may cancel your reservation for a full refund until 24 hours prior to noon of your arrival date. Please note that we will assess a fee of one night's rate if you must cancel after this deadline. If you have made a prepayment, we will retain all or part of your prepayment. If not, we will charge your credit card at the time of cancellation.

Pet Policy: For the safety of your pets and other guests: all pets on COTA property must be kept on a leash while outside personal vehicle. For the comfort of others visiting our property, please clean up after your pet. Only two pets are allowed per RV site. Breeds not permitted include Dobermans, Pit Bulls, and Rottweilers.