

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

(PLEASE NOTE: Each participant of the age of majority and over MUST click the box below to acknowledge your agreement to the terms of this waiver form. Parent or legal guardian must acknowledge your agreement to the terms of this waiver form on behalf of any minor child.)

WARNING! By acknowledging your agreement to the terms of this document, you will waive certain legal rights. Please read carefully.

Definition of Roles

BRP-ROTAX GmbH & Co KG, duly organized under the laws of Austria, with its place of business at Rotaxstrasse 1, A-4623 Gunskirchen, Austria (hereinafter “**ROTAX**”)

Motive Aero LLC., duly organized under the laws of the State of Utah, with its place of business at Hurricane Municipal Airport 1L8, 800 W 2300 S Hangar 6S, Hurricane, UT 84737 (hereinafter “**MOTIVE**”)

WHEREAS, for purposes of the Rotax Fly-in Utah 2025, ROTAX offers only the marketing concept and event registration infrastructure. MOTIVE is the official event organizer and host being responsible for event coordination amongst all relevant stakeholders.

This is a binding legal agreement (the “Agreement”). Clarify any questions or concerns before acknowledging your agreement to the terms of this Agreement. As a participant in activities, programs, classes, services provided and events sponsored or organized by MOTIVE (including all organizational committees, officers, directors, agents, servants, employees, representatives, members, volunteers, participants, successors and assigns and all persons and entities connected with MOTIVE events and activities (collectively, “MOTIVE”)), including but not limited to: fly-ins, personal visits, instructional sessions or lessons on any property owned, managed or occupied by MOTIVE, the undersigned, by clicking the box below, acknowledges and agrees to the following terms as set forth in this Agreement:

1. In consideration of participating in MOTIVE events and activities, and for other valuable considerations, I, my family, including my spouse and any minors, legal representatives, heirs, executors, trustees, administrators, successors and assigns, hereby release MOTIVE, collectively, from any and all claims, damages, liability, or indebtedness of any kind or character, known or unknown, fixed or contingent, whether such claims are based upon negligence, strict liability, breach of warranty, and/or any other theory of recovery, which I may have or claim to have now or at any time hereafter by reason of my participation in MOTIVE events or activities, regardless of the characteristics of such participation, including any and all injury or damage to personal property.
2. I hereby give permission to MOTIVE to make available events and activities for applicants to participate in and to encourage participation in said events and activities. I acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which

might result not only from their own actions, inactions or negligence, but the actions, inactions or negligence of others, the rules of participation, or the condition of the premises or any equipment used.

3. Further, I express and acknowledge that I have fully considered and understand the risks that I could be physically injured as I prepare for, participate in and travel to and from the programs, events or activities in which MOTIVE is involved. I assume these risks. In addition, I know of no reason why my participation in MOTIVE programs, events or activities should be exceptionally or unusually hazardous to my health. I assume all of the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.
4. It is important that I know my own limits and abilities and participate within them. By executing this Agreement, I recognize the inherent risk that comes with participating in aviation-related activities and will not hold MOTIVE liable for any injury that may be sustained while participating or otherwise.
5. I hereby expressly agree to indemnify and hold MOTIVE harmless from any and all claims by myself or others arising directly or indirectly out of any phase of my participation in such MOTIVE programs, events and activities, including MOTIVE's costs, expenses or attorney's fees, directly or indirectly arising out of MOTIVE's defense or response to any claim.
6. It is my understanding that the pilot of each airplane is in full and complete charge and control of said airplane and is responsible for all decisions to be made concerning the same, and all things and persons in or connected with said airplane on the ground or in the air.
7. Individuals connected with MOTIVE may supply information, guidance and data; but I understand that I act or rely on all such information at my own peril and said individuals assume no responsibility for the completeness or accuracy of such information.
8. I understand that I am giving up my right to bring any claims including claims for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.
9. I understand that the collection of personal information about each participant will be used for the purposes of administering the programs, events and activities that the participant may be participating in.
10. I further agree that the information about myself or my child may be shared, at the discretion of MOTIVE and Rotax.
11. I and/or my agents or representatives agree that MOTIVE and ROTAX and their authorized entities have the unlimited right to take pictures or video of all or any part of my participation

in MOTIVE events or activities, and further that all rights to publish, use or dispose of such pictures or video are retained solely by MOTIVE and ROTAX.

12. I and/or my agents or representatives agree that MOTIVE, ROTAX and their authorized entities may use any pictures or videos taken of participants at MOTIVE and ROTAX programs, events or activities for purposes of promotional material including brochures, posters, newsletters, media information, advertisements, audio-visual productions and web pages, such as the MOTIVE, ROTAX and their authorized entities' websites and social media. Photographs or video productions may also be shared with the community, including the press, other media sources and MOTIVE and ROTAX event planners and organizations for promotion.
13. All streaming, broadcasting and television rights are retained by MOTIVE and ROTAX.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard for choice of law issues and it shall be binding upon the Parties and their officers, employees, directors and agents. The Parties agree that any and all legal actions or suits relating to this Agreement shall be filed in Washington County, Utah, and stipulate that jurisdiction and venue shall lie exclusively in the state and Federal courts having jurisdiction over Washington County, Utah. Each Party hereby irrevocably submits to the exclusive jurisdiction of such courts, agrees that all claims in respect of this Agreement may be heard and determined in any such courts, and stipulates and agrees that any judgment entered by those courts shall be fully binding and enforceable in any country in the world in which the Parties may be found, do business or have assets.
- 15. The Parties hereby agree to waive any and all rights to a jury trial pursuant to the Utah Judicial Code, Section 101, 78B-5-101, or any other provision relating to jury trials, and agree that any suit, action, or proceeding, whether claim or counterclaim, brought by any party, on or relating to this Agreement or the dealings of the parties with respect hereto or thereto, shall be tried only by a judge and not by a jury.**
16. I understand that this Agreement is the property of MOTIVE and MOTIVE materially relies upon its rights hereunder for the purpose of my permitting my involvement with MOTIVE.
17. I agree that this Agreement is binding upon the participant, their executors, their guardians, their administrators, personal representatives and assigns.
18. I understand that all requests for cancellation of registration for programs, events or activities in which MOTIVE is involved must be sent to MOTIVE, in writing, by sending an email to lauren@motive.aero. Cancellation requests received will only be processed after receipt of a registration confirmation by email from MOTIVE. If the cancellation request has not been received in writing, the registration will not be canceled. I understand that any fees paid for the programs, events or activities in which MOTIVE is involved will only be refunded once the cancellation has been received by email. All registration fees become non-refundable 10 days prior to the programs, events or activities start date in which MOTIVE is involved.

19. I and/or my agents or representatives further agree that MOTIVE has the unlimited right to cancel programs, events, or activities in which MOTIVE is involved at any time prior to the start of a scheduled program, event, or activity for any reason without cause.

20. **I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS AGREEMENT, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.**