## PARENTAL CONSENT AND RELEASE ("Consent")

The parent or legal guardian (collectively, the "<u>Parent</u>"), of the minor user whose name appears below (the "<u>User</u>") of the iRacing.com Motorsport Simulations, LLC ("<u>iRacing.com</u>") motorsport simulation experience (the "Sim") hereby reaffirms the terms of the Terms of Use and End User License Agreement (the "<u>EULA</u>") and the Privacy Policy (the "<u>Privacy Policy</u>") on behalf of the Parent and User. The EULA and Privacy Policy is available at <a href="https://www.iracing.com/privacy-policy/">https://www.iracing.com/privacy-policy/</a>. As used herein, the term "you" means, collectively, the User and such User's Parent.

Without limiting anything in the EULA and the Privacy Policy, the terms and conditions of which you hereby reaffirm:

- 1. You hereby represent that the User is at least 13 years of age.
- 2. You acknowledge that, in accordance with the terms of the Privacy Policy, you should provide only information of the Parent and not the User in connection with User's use of the Sim.
- 3. Notwithstanding the foregoing or anything to the contrary in the EULA or the Privacy Policy, you hereby acknowledge and consent that, if any User information, is submitted or collected in connection with User's use of the Sim (including through a requested account name change or otherwise), and including without limitation the User's name, photograph, audio/visual recording, and other information described in the Privacy Policy, all such information may be used and processed by iRacing.com and its parent, subsidiaries, and affiliates, and its and their successors, assigns representatives and licensees (collectively, the "Promoters") in accordance with the terms of the EULA and the Privacy Policy.
- 4. Without limitation of the above, you further hereby grant to the Promoters a non-exclusive, perpetual, royalty-free, worldwide, irrevocable, fully paid, sublicensable (through multiple tiers) and transferable right, license, and permission (but not the obligation), in all forms and media, whether now known or not currently known, to use, adapt, reproduce, distribute, edit, exhibit, publicly display, publicly perform, and publish photographs, videotaped images and recordings, illustrations, reproductions or otherwise, including without limitation all intellectual property rights therein and thereto, of User's likeness, image or appearance, with or without User's name or voice (collectively, the "User's Likeness") provided by you to any Promoter for any lawful purposes whatsoever, including without limitation for promotional purposes, now or at any time in the future.
- 5. You hereby acknowledge, agree, and represent that: (i) this Consent does not conflict in any way with any existing commitments or other representations you have made; (ii) the use of the User's Likeness, including without limitation as described in this Consent, will not infringe the rights of any third party; (iii) your heirs, executors, administrators and assigns shall be bound by this Consent, which is irrevocable; (iv) you are providing this Consent voluntarily and of your own free will; (v) you have read completely the terms of this Consent and fully understand and accept them; (vi) you have the authority to grant all of the rights conveyed in this Consent; and (vii) you understand that no handwritten changes to this Consent will be effective. This Consent shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to its choice of law provisions. Any action or proceeding arising out of or related to this Consent shall be brought only in the state or federal courts in Boston, Massachusetts.
- 6. Without limitation of the foregoing, you hereby expressly grant consent to the Promoters to: (i) process and disclose the User's and/or the Parent's information including the User's Likeness in accordance with the Privacy Policy and as permitted herein; (ii) transfer the User's and/or the Parent's

information including the User's Likeness throughout the world, including to the United States or other countries that do not ensure adequate protection for personal information (as determined by the European Commission); and (iii) disclose the User's and/or the Parent's information including the User's Likeness to comply with lawful requests by public authorities, including to meet national security or law enforcement requirements.

## THIS IS A RELEASE OF LEGAL RIGHTS. READ CAREFULLY BEFORE SIGNING.

Signature of Parent											
Name of Parent – Please Print											
Name o	f User										
Date											
Please	Email	Executed	Release	to	or	to	contact	iRacing	with	more	questions:

{M1210211.6}

Support@iRacing.com