



## WAIVER OF LIABILITY AND RELEASE & GRANT OF USE OF LIKENESS AGREEMENT

**PLEASE READ AND SIGN THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS. THIS AGREEMENT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ITS TERMS.**

In consideration for and in connection with being permitted to ride in an autonomous, self-driving, digitally manufactured, 3D-printed electric shuttle conducted by LM Industries Group, Inc. (together with its affiliates "**Local Motors**") (together with its affiliates "**Company**"), including without limitation, any activities, equipment, conditions, persons, or animals related thereto or located on or in proximity thereto (collectively, the "**Activity**"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby specifically, voluntarily and freely execute this Waiver of Liability and Release & Grant of Use of Likeness Agreement (the "**Release**") and agree to the terms set forth herein.

1. I understand and acknowledge that the Activity is a potentially dangerous activity and I recognize and understand that there are many risks and hazards, minor and serious, temporary and permanent, that I may be subject to by participating in the Activity, including without limitation bruises, scrapes, broken bones, fractures, sprains, paralysis and other serious bodily injuries, and even death. Knowing the dangers, hazards and risks associated with the Activity, I voluntarily and of my own free will assume all responsibility and risk of loss, damage, illness and/or injury to my person or property in any way associated with my participation in the Activity. I assume all liability and responsibility arising from my participation in the Activity, as contemplated hereunder. If applicable, I also make this agreement on behalf of the participant named below, who is my minor child or legal ward, and agree on behalf of such minor child or legal ward and his/her respective heirs, assigns, myself, and any other legal representative of such minor child or legal ward to be bound by the terms hereof. All parts of this Agreement shall apply to me, and the child/legal ward named below. Such parties are collectively referred to as "I", "me", or "my" throughout this Agreement.

2. I understand that the rules, regulations or other requests made or imposed before or during the Activity by Local Motors, Company, the Activity stewards, managers or other persons acting in relation to the Activity, are designed, in part, for the safety and protection of participants, and I agree to abide by those rules, regulations and requests. Further, I understand that Local Motors and Company reserve the right to not permit me to participate in the Activity, or to stop me from participating in the Activity, if either of them, and/or the Activity stewards, managers or other persons acting in relation to the Activity deem, in their sole discretion, that I am intoxicated, am a safety risk, have violated any policy or law, have violated any rule, regulation or request related to the Activity, and/or may bring Local Motors or Company into disrepute.

3. I represent that I am physically and mentally capable of participating in the Activity and of exercising proper caution and good judgment with respect to the Activity. I certify that I have had no injuries, fractures, broken bones or otherwise within the last six months and that I have had no injuries to the head, concussions or fainting spells, nor any history of the foregoing. I understand and agree that any medical or other services rendered to me by any party is not an admission of liability for injury nor liability to provide or continue to provide any such services and is not a waiver by any of the Released Parties (defined below) hereunder of any right or benefit hereunder. I acknowledge that I am participating in the Activity of my own accord.

4. I, for myself and my heirs, spouse, domestic partners, executors, administrators, legal representatives, assignees and successors in interest (collectively, the "**Releasing Parties**"), hereby irrevocably waive, release and discharge Local Motors, Company, Robotic Research, LLC, and each of their respective officers, partners, affiliates, licensees, shareholders, members, managers, directors, employees, contractors, representatives, affiliates, related entities, successors, heirs, assigns and licensees (collectively, the "**Released Parties**"), from and against any and all past, present and future actions, audits, arbitrations, assertions, suits, mediations, litigation, proceedings, examinations, hearings, inquiries, investigations, charges, complaints, claims (including counter or cross-claims), or demands by whosoever asserted, whatsoever in law, equity or otherwise, of every kind whatsoever, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, and any and all losses, liabilities, costs, expenses (including reasonable fees and expenses for attorneys, experts and consultants, costs, and interest), settlements, fines, fees, penalties, equitable relief, judgments, and damages (including liquidated, special, consequential, punitive and exemplary damages) that may be incurred in relation to, caused by, arise out of or result from either (a) the Activity, (b) the Materials (as defined below), (c) the breach or alleged breach by either party of this Release, and/or (d) any other claim regardless of whether or not such injury, loss or damage was caused by the negligence of any of the Released Parties (collectively, the "**Released Claims**"). I, on behalf of myself and the other Releasing Parties, hereby irrevocably agree that I and the other Releasing Parties will not sue or claim against any of the Released Parties for any injury, illness, damage, loss or harm to me or my property, or for my death, or for any injury, illness, damage, loss or harm to any third party or any of their property, or the death of any third party, howsoever caused, resulting or arising out of or relating to any defect in and/or failure of any equipment, warnings or instructions, or my participation in the Activity, whether caused by or arising out of the negligence of any of the Released Parties. I further agree that if, despite this Release, I, or anyone on my behalf, makes a claim against any of the Released Parties relating to the Released Claims, I will indemnify, save, and hold harmless each of the Released Parties from any and all Released Claims, including without limitation claims for any injury, illness, damage, loss or harm to me or my property, or for my death. The Released Claims shall include but not be limited to those based on negligence of any of the Released Parties.

5. I have agreed to this Release freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Release is held to be invalid, the balance notwithstanding shall continue in full force and effect. I acknowledge the language of Section 1542 of the California Civil Code ("**Section 1542**"), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM/HER MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR.

I expressly waive the protection of Section 1542, or similar protections under state or national law. I understand and agree that the Released Claims or facts in addition to or different from those which are now known or believed by me to exist may hereafter be discovered. It is my intention to waive fully and release all of the claims that I now have against the Released Parties, whether known or unknown, suspected or unsuspected, except as to the Released Claims that cannot lawfully be released.

6. In the event of a medical emergency, I authorize Local Motors and Company to provide emergency first aid treatment and/or to refer treatment to a duly licensed physician, dentist or other medical care professional. This care may be given under whatever conditions are necessary to preserve the life, limb, or well-being

of myself or other participants for whom I am executing this Release. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response, treatment or rescue operations by or at the direction of Company.

7. In further consideration of and as a condition to allowing me to participate in the Activity, I hereby consent to the use by Local Motors and Company of my name, image, voice, and likeness, including photos, videos, audio and/or other recordings of such and all accompanying personally identifiable information provided by me to Local Motors or Company, or that Local Motors or Company obtains in the course of my participation in the Activity (collectively, the "Materials"), via all forms of media and reproductions now known or hereafter devised worldwide, in perpetuity, without notice, attribution or compensation to me, my successors or assigns, or any other entity, except where prohibited by law. I hereby irrevocably consent to Local Motors and Company's use of the copyrights, moral rights, rights of publicity and integrity, and any other related rights (or waiver of rights) that I may otherwise have in the use of my name, image, voice, and likeness, including photos, videos, audio and/or other recordings. I also release and discharge the Released Parties from any and all claims and demands arising out of or in connection with the use of the photos, videos, audio and/or other recordings, including but not limited to any and all claims for privacy rights, libel, slander, or misappropriation of my name, image, voice or likeness. I understand and consent to the use of the Materials by Local Motors or Company without any prior approval by me.

8. ANY CLAIM ARISING OUT OF OR RELATED TO THIS RELEASE OR THE ACTIVITY MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU WILL NOT HAVE THE RIGHT TO ASSERT THE CLAIM AFTER THAT TIME, EXCEPT WHERE APPLICABLE LAW DOES NOT ALLOW YOU TO LIMIT THE TIME FOR FILING CLAIMS IN THIS WAY. Except for disputes in which you, Local Motors or Company seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you, Local Motors and Company waive your rights to a jury trial and to have any dispute arising out of or related to this Release or the Activity resolved in court. Instead, all disputes arising out of or relating to this Release or the Activity will be resolved through confidential binding arbitration held in Phoenix, Arizona in accordance with Arizona law and US federal law under the Streamlined Arbitration Rules and Procedures ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS"), which are available on the JAMS website and hereby incorporated by reference. You acknowledge and agree that you have read and understand the rules of JAMS or waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason. You, Local Motors and Company agree that any dispute arising out of or related to this Release or the Activity is personal to you, Local Motors and Company, and that any dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. You agree that this Release affects interstate commerce and that the enforceability of this section will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), to the maximum extent permitted by applicable law. As limited by the FAA, this Release and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by this Release. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. You, Local Motors and Company agree that for any arbitration you initiate, you will pay the filing fee and Local Motors and Company will pay the remaining JAMS fees and costs. For any arbitration initiated by Local Motors or Company, Local Motors or Company (as applicable) will pay all JAMS fees and costs. You, Local Motors and Company agree that the state or federal courts of the State of Arizona and the United States sitting in Phoenix, Arizona have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

10. This Release shall be governed by, and construed in accordance with, the laws of the State of Arizona, without regard to its conflict of law provisions. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties. This Release constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. This Release may not be amended, waived, discharged or terminated other than by a written instrument designated as an amendment and signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought. In the event that any provision of this Release becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Release shall continue in full force and effect without said provision.

11. I understand that this Release is VALID FOREVER and shall have full force and effect whenever I participate in the Activity. I acknowledge and agree that by digitally signing this Release I am providing an electronic signature as defined by the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transactions Act.

12. I CERTIFY THAT I AM A LEGAL RESIDENT OF THE U.S. AND AM THE AGE OF MAJORITY OR OLDER WHERE I LEGALLY RESIDE AND (IF I AM SIGNING ON BEHALF OF A CHILD OR LEGAL WARD) I AM THE MINOR'S PARENT OR LEGALLY-APPOINTED GUARDIAN. I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE IN ITS ENTIRETY AND HAVE BEEN PROVIDED THE OPPORTUNITY TO ASK QUESTIONS AND CONSIDER THE EFFECTS OF THIS RELEASE. I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS AGREEMENT. IN CONSIDERATION FOR AND IN EXCHANGE FOR EXECUTING THIS RELEASE, LOCAL MOTORS AND COMPANY ARE PERMITTING ME TO VOLUNTARILY PARTICIPATE IN THE ACTIVITY. I ACKNOWLEDGE AND FULLY UNDERSTAND THAT THIS RELEASE IS BINDING UPON ME AND ALL OTHER RELEASING PARTIES. I ACKNOWLEDGE THAT NONE OF THE RELEASED PARTIES HAS MADE ANY PROMISE OR AGREEMENT CONCERNING THE NATURE OR EXTENT OF MY PARTICIPATION IN THE ACTIVITY. I SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS AND EXPENSES ARISING OUT OF AND CONNECTED TO MY PARTICIPATION IN THE ACTIVITY.

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Participant Name

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Signature of Parent/Legal Guardian, if applicable

\_\_\_\_\_  
Parent/Legal Guardian Name

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Date of Signature