

AIRCRAFT PASSENGER RELEASE AND INDEMNITY

In consideration of being allowed to travel at any time on a private aircraft (the "*Aircraft*") owned and/or furnished by Joe Gibbs Racing, Inc. ("*JGR*"), I the undersigned, for myself, my heirs and next of kin, representatives and assigns (collectively, the "*Releasing Parties*"), **RELEASE, FOREVER DISCHARGE, COVENANT NOT TO SUE AND AGREE TO INDEMNIFY** JGR, Redline Sports Marketing, Inc., their affiliates and their respective owners, directors, officers, employees, sponsors, contractors and agents and their respective successors and assigns (collectively, the "*JGR Parties*"), of and from any and all causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, all consequential damages and attorneys' fees (regardless whether pursuant to the laws of any county, state or country) on account of, or in any way growing out of, any and all known and unknown injuries, death, and property damage arising, relating to or resulting, directly or indirectly, from the proposed transportation, the cancellation or delay of the transportation, and/or the failure to provide return transportation on the Aircraft at any time regardless of the cause and without regard to negligent conditions on or related to the Aircraft or negligence (including without limitation gross negligence) on behalf of any JGR Party (including all injuries, deaths, paralysis and conditions of health, whether or not immediately apparent following Aircraft travel, or which may at any time thereafter develop collectively, "*Liabilities*").

I acknowledge and understand that (1) I am flying in the Aircraft pursuant to my own request, free of charge and voluntarily, (2) JGR has advised me not to travel on the Aircraft if someone not on the Aircraft is dependent on me for care, (3) Aircraft travel is dangerous and may result in serious bodily injury, paralysis and/or loss of life, and (4) by signing this agreement, for myself and on behalf of the other Releasing Parties, **I AM SPECIFICALLY RELEASING, AGREEING TO INDEMNIFY, FOREVER DISCHARGING AND COVENANTING NOT TO SUE ALL JGR PARTIES FROM ALL LIABILITIES** which includes claims brought by me or any Releasing Party regardless of the legal theory involved in such claims and including but not limited to negligent conditions on or related to the Aircraft or negligence (including without limitation gross negligence) on behalf of any JGR Party. **I HEREBY PERSONALLY ASSUME ALL RISKS IN CONNECTION WITH TRAVEL ON THE AIRCRAFT.**

I EXPRESSLY AGREE THAT THIS AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE A RELEASE OF LIABILITY AS PERMITTED BY APPLICABLE LAW and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I hereby warrant and represent that I am 18 years old or older; I have carefully read this agreement and agree to its terms and conditions, that before signing this agreement I had the chance to ask questions; and **I AM AWARE THAT BY SIGNING THIS AGREEMENT I ASSUME ALL RISKS AND I WAIVE AND RELEASE CERTAIN SUBSTANTIAL RIGHTS TO THAT I OR ANY OTHER RELEASING PARTY MAY HAVE OR POSSESS AGAINST ANY JGR PARTY RELATING TO LIABILITIES.**

I AGREE THAT THIS AGREEMENT AND ALL CLAIMS AND CAUSES OF ACTION (WHETHER STATUTORY, IN CONTRACT OR IN TORT) BASED UPON OR RELATING TO AIRCRAFT TRAVEL OR LIABILITIES SHALL BE GOVERNED BY NORTH CAROLINA LAW WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. I AGREE THAT ANY LITIGATION, ACTION OR PROCEEDING BASED UPON OR RELATING TO THE AIRCRAFT OR LIABILITIES SHALL BE INSTITUTED EXCLUSIVELY IN ANY STATE OR FEDERAL COURT IN MECKLENBURG COUNTY, NORTH CAROLINA. TO THE EXTENT PERMITTED BY APPLICABLE LAW, I HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATING TO THE AIRCRAFT OR LIABILITIES.

Witness Signature: _____
Releasing Party Signature: _____
Printed Name: _____
Date: January 3, 2013
Emergency Contact Phone #: _____