

ACCESS AGREEMENT (NO VEST)
WAIVER AND RELEASE REQUIRED

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of September 4, 2014 by and between the National Hot Rod Association (NHRA) (hereinafter referred to as the "NHRA"), and **Mark Walter**, an individual, **dba J-Angel Productions**, located at **106 Partridge Trail, Warner Robins, Georgia 31088** ("Production Company"), and **Drag Racing Association of Women**, an Oklahoma charitable organization, located **4 Hance Drive, Charleston, Illinois 61920** ("DRAW") (Production Company and DRAW hereinafter collectively referred to as the "Company").

The parties agree as follows:

1. Grant of Access. NHRA grants to Production Company on **September 11-15, 2014**, access to certain racing facilities designated by NHRA under the control of NHRA for the purposes specified herein. The rights granted by this Agreement shall not be assignable and/or transferable by Company without the express written consent of NHRA.

2. Scope of Access. NHRA hereby agrees to provide access to Production Company at the NHRA Carolina Nationals at zMax Dragway (the "Raceway") in Concord, North Carolina (the "Race"), for the purpose of producing audio or visual recordings solely for the purpose specified in this Agreement (the "Material"). Production Company's access shall be limited to non-restricted areas of the Raceway, which shall be identified exclusively by NHRA, and shall be limited in accordance with the instructions of NHRA staff on site at the Race. No images will be taken of the racing action on the dragstrip. Company expressly understands and agrees that: (i) nothing in this Agreement shall allow Production Company to obtain Material other than solely for the purpose specified in this Agreement; (ii) Production Company's access to non-restricted areas of the Raceway as specified herein shall be limited in time and duration that is specifically relevant to Production Company's ability to obtain Material solely for the purpose specified in this Agreement; (iii) Production Company's access to non-restricted areas of the Raceway as specified herein shall be identified exclusively by NHRA and limited in accordance with the instructions of NHRA staff; (iv) Production Company shall comply with all directions of NHRA on-site staff and

shall in no way impede or interfere with the conduct of the Race or any part of the event and/or the video taping of the Race or any part of the event; and (v) NHRA reserves the immediate right at any time to unilaterally deny access, even after the Race has commenced, if Production Company is not acting in accordance with this Agreement, which NHRA will decide in its sole and absolute discretion. Additional Race footage may be obtained from NHRA under a license agreement. All footage, whether taken by Production Company or obtained from NHRA, will be used only in the Project described below. NHRA shall allow access to the following individuals employed by or contracted by Production Company (the "Individuals"):

Joanne Walter

Jon Walter

Mark Walter

Production Company shall ensure that each of the Individuals and any other persons affiliated or working with Production Company adhere to the terms and obligations of this Agreement, and Company shall bear the full responsibility for any deviation by any such Individual or other persons affiliated or working with Company from the terms and obligations of this Agreement. In addition, Company shall ensure that each of the Individuals and any other persons affiliated or working with Company shall execute all such documents as requested by NHRA, including waivers and releases of liability. **COMPANY**

EXPRESSLY ACKNOWLEDGES AND AGREES THAT DRAG RACING IS A DANGEROUS SPORT THAT CAN RESULT IN PROPERTY DAMAGE, SERIOUS INJURY, OR DEATH. COMPANY ASSUMES ALL RISKS AND DANGER OF PROPERTY DAMAGE, PERSONAL INJURY, DEATH, AND ALL OTHER HAZARDS RELATED IN ANY WAY TO ATTENDING THE RACE, ANYWHERE AT THE RACEWAY AND AT ALL TIMES BEFORE, DURING OR AFTER THE RACE. DANGERS INCLUDE FLYING OBJECTS, VEHICLES, OTHER PEOPLE, CONDITIONS AT THE RACEWAY, AND UNFORESEEN HAZARDS. COMPANY SHALL BE ALERT TO HAZARDS AT ALL TIMES. Nothing herein constitutes a

license to use marks owned by NHRA, or to authorize Company to use the name, image, or likeness of any recognizable person, whether a participant in the Race or a spectator.

Nothing herein shall be construed as granting, nor does NHRA purport to grant, Company

any rights to exploit the names and likenesses or trade or service marks of any participants or other persons or organizations, including without limitation any interview subjects.

3. Sale or Commercial Use of Material. The parties expressly agree that although NHRA is granting access to capture the Material, the Material cannot be sold or otherwise used for any commercial purpose except the Project as specifically described in Section 4 below. At no time will any Material shot hereunder be used for any purpose not approved by NHRA, and this grant of access is strictly limited as set forth herein.

4. Project. The Material obtained hereunder may only be used by DRAW for DRAW's internal use and legitimate media and public relations purposes to promote DRAW and to illustrate in a positive manner DRAW's involvement in NHRA drag racing, including on DRAW's website, www.drawfasthelp.org, and on DRAW-branded pages and channels on social networking websites such as Twitter.com, YouTube.com and facebook.com (collectively, the "Websites"), and not for any other purpose whatsoever (the "Project"). All other uses are prohibited, including without limitation inclusion in any non-current-news media (existing or proposed television series, pilot, feature film, etc.), sponsor use or advertisement of any kind, or for sale in any manner including behind any paywall or as part of any compilation sold in any manner.

Any and all Internet use of any nature and by any means is strictly governed by the requirements set forth below:

- Material may only be used on the Websites.
- Material may not be offered for download, but only as a live "streaming" video.
- No clip used may be over five minutes (5:00) and clips may not be strung together to create an episode/program or the equivalent (e.g. such as a television show or an episode of a television show).

- DRAW's website, www.drawfasthelp.org, including YouTube.com channels, must include a reference to the NHRA Mello Yello Drag Racing Series (with approved logo) on ESPN (with approved logo) **with** a hyperlink to the NHRA Mello Yello TV Schedule. The promotion of the ESPN/NHRA TV schedule must at all times be at least as prominent on DRAW's website as the Material usage itself. Postings of any portion of the Project must include a verbal mention and/or an on-screen graphic reference to the NHRA Mello Yello Drag Racing Series on ESPN, including a notation to "Watch NHRA Drag Racing on ESPN2."
- NHRA and ESPN have rights of approval over the actual use of the Material made on the Websites, and may embargo specific Material and/or order the cessation of any Material on any website if NHRA or ESPN disapproves of the manner in which the Material is being used or disapproves of other items on any website being used with ESPN and/or NHRA, and Company agrees to comply immediately with any request by ESPN or NHRA to modify the presentation of, or take down, any Material.
- NHRA and ESPN have the right to unilaterally rescind the Internet portion of the Material license granted hereunder if NHRA or ESPN concludes that such license conflicts with NHRA's or ESPN's legitimate business interests.

Any sale or other use of any nature and by any means is subject to the terms and conditions set forth in Section 3 above. At no time will the Material shot hereunder be used for any other purpose whatsoever, or for any client other than DRAW whatsoever, and the use granted under this Agreement is strictly limited to the purpose set forth above. No part of the Project will either suggest, imply or express NHRA's endorsement of Production Company's or DRAW's products or services.

Company expressly understands and agrees that for any other use of the Material not expressly permitted, NHRA's approval shall be required, and, if such use is approved, a license agreement shall be negotiated and executed for the terms of use, which may include a fee as determined by NHRA. The Project shall not include reporting on subjects that portray

NHRA in a negative light or which are detrimental to NHRA or the sport of drag racing. The Project shall not include any discussion of safety issues, on-track conditions, NHRA rulemaking, NHRA disciplinary action, or similar subjects. NHRA shall be provided with a DVD or digital copy of each completed program that is a part of the Project for review and approval in NHRA's sole and absolute discretion before the program is telecast or otherwise made public. Noncompliance with any portion of this section of this Agreement shall entitle NHRA immediately to revoke all rights granted hereunder. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT THAT MAY BE TO THE CONTRARY, IF ANY MATERIAL SHOT HEREUNDER CONTAINS CRASH OR OTHER RACING OR NON-RACING INCIDENT MATERIAL, COMPANY IMMEDIATELY MUST TURN OVER THE ORIGINAL AND ANY COPIES OF SUCH MATERIAL TO NHRA (AND NHRA MAY CONFISCATE SUCH MATERIAL IF IT IS NOT IMMEDIATELY TURNED OVER) AND COMPANY MAY NOT USE SUCH MATERIAL FOR ANY PURPOSE WHATSOEVER.**

5. No License of Intellectual Property. This Agreement does not include a grant by NHRA of any license or rights to exploit, commercialize, reproduce, or use the names and likenesses or trade or service marks or intellectual property of NHRA and/or any individuals, participants or other persons or organizations, including without limitation any interview subjects (collectively, the "Intellectual Property"), and Company shall not exploit, commercialize, reproduce or use any such Intellectual Property. Company shall be solely responsible for obtaining any such licenses or rights directly from the affected persons or organizations and shall provide NHRA with written confirmation of such grant of rights if requested to do so by NHRA.

6. Term. As to the access, the term of this Agreement is for the dates as set forth in Section 2 above. As to the use of the Material obtained from the access granted herein, the Material may be used strictly for the Purpose and the Project, in the **United States**, through **September 30, 2017**, unless otherwise terminated or extended as provided for herein. As to all other obligations set forth hereunder, Company's obligations shall be perpetual. **IF COMPANY HAS NOT SIGNED AND RETURNED THIS AGREEMENT PRIOR TO THE FIRST DAY OF THE RACE, THEN NHRA MAY DENY PRODUCTION COMPANY ACCESS TO THE RACE AND/OR REMOVE PRODUCTION**

COMPANY FROM THE RACEWAY, EVEN AFTER THE RACE HAS COMMENCED. IF NHRA GRANTS ACCESS TO THE RACE WITHOUT AN EXECUTED AGREEMENT, COMPANY SHALL NOT HAVE ANY RIGHT TO USE THE MATERIAL FROM THE ACCESS GRANTED UNTIL THIS AGREEMENT IS EXECUTED. IF THIS AGREEMENT IS NOT EXECUTED WITHIN FIVE (5) DAYS FOLLOWING THE RACE, AND PRODUCTION COMPANY WAS GRANTED ACCESS AND IS IN POSSESSION OF MATERIAL FROM THE RACE, THEN THE RIGHTS GRANTED HEREIN SHALL AUTOMATICALLY TERMINATE IN THEIR ENTIRETY AND BE DEEMED VOID AB INITIO, AND COMPANY SHALL BE IN BREACH OF ITS OBLIGATIONS HEREIN UNTIL WHICH TIME THIS AGREEMENT IS EXECUTED.

7. Consideration. As a courtesy, the access fee has been waived, however, in exchange for the rights granted, Company shall furnish NHRA with a list of all sites/postings of any Material or any portion of the Project with video from the Race. Project posting his lists shall be sent at Company's expense to: Jim Trace, National Hot Rod Association, 2035 Financial Way, Glendora, California 91741 or by email to JTrace@NHRA.com. Company grants NHRA a fully paid-up, perpetual, royalty-free, worldwide license to use the Material for any purpose in any medium, except not for sale, and with no obligation to provide film credits.

8. Representations of Company. Company represents, warrants and covenants to NHRA that Company has the right and authority to enter into this Agreement and that Company will strictly comply with the terms and conditions of this Agreement. Company represents, warrants and covenants that the Project in which the Material is used will be consistent with the philosophy of NHRA, which promotes the sport of drag racing, the role of safety in the sport of drag racing, and is a family-oriented organization.

9. Insurance. Production Company represents and warrants that it has and shall maintain in full force and effect, insurance with minimum limits, as noted below, in such company or companies as are acceptable to NHRA:

- **Commercial General Liability** insurance with the following minimum limits:
 - \$2,000,000 Each Occurrence/\$2,000,000 General Aggregate
 - \$1,000,000 Products & Completed Operations Liability Each Occurrence and Aggregate
 - \$1,000,000 Personal and Advertising Injury Each Occurrence
- **Employers' Liability** with the following minimum limits, if required by state law:
 - \$1,000,000 Bodily Injury by Accident, Each Accident
 - \$1,000,000 Bodily Injury by Disease, Each Employee
 - \$1,000,000 Bodily Injury by Disease, Policy Limit

Commercial General Liability and Automobile policies must be written using the latest edition ISO forms and endorsed to add "NHRA, its partners, member track owners and operators, all affiliated, allied and subsidiary companies and collectively their directors, officers, shareholders, employees, and agents," as additional insureds. If the Commercial General Liability and Auto policies are written on anything other than the latest edition ISO forms, a copy of those policies must be submitted for review. Production Company shall furnish NHRA with a certificate of insurance evidencing the required minimum limits and coverages.

10. Indemnification. Company hereby agrees to indemnify and hold NHRA and ESPN harmless, and agrees to defend NHRA, ESPN, their respective successors, licensees, assigns, officers, directors, employees, representatives and those acting on its behalf from and against any and all suits, claims, actions, damages, liability, loss and expense, including attorneys' fees, reasonably incurred by or imposed upon NHRA in connection with or arising out of any claim, action, suit, proceeding or appeal therein (such expense to include the cost of reasonable settlements made with a view to curtailment of costs of litigation), including but not limited to loss of life, bodily injury, damage to business, damage to property and/or any other liability, including but not limited to damages resulting from any breach or alleged breach of any of the warranties, representations or arrangements contained in this Agreement, occasioned wholly or in part by any act or omission of Company, its officers, directors,

agents, servants, contractors, invitees, licensees, employees or others under the control of Company. In the event that any person shall make any claim which would be subject to this indemnification provision, NHRA shall give written notice of same and Company shall undertake at its own cost and expense the defense thereof and shall supply competent and experienced counsel chosen by NHRA to defend any such claim, suit, action, proceeding or appeal therein. Company shall not settle or compromise any such claim, suit, action, proceeding or appeal therein without the prior written approval of NHRA, which approval shall not be unreasonably withheld. This indemnification shall survive the expiration or termination of this Agreement.

11. Termination. In the event Company fails to comply with any of the terms and conditions of this Agreement, NHRA may, at its option, terminate this Agreement immediately and, if the failure to comply involves terms and conditions relating to access to facilities, remove Company from such facilities immediately.

12. Notices. Unless expressly provided otherwise in this Agreement, all notices, requests for approvals, or accountings which NHRA and Company are required to deliver to one another shall be in writing and given in person or by overnight delivery with proof of delivery (nationally recognized overnight carrier or U.S. Postal Service Express Mail), for delivery on the next business day or sooner, or transmitted by electronic imaging (for example a scan of an executed document transmitted via email or similar technology that provides an image of the original document), addressed to the respective parties hereto as follows, or to any such address designated by the receiving party in writing:

If to NHRA: Legal Department
 National Hot Rod Association
 2035 Financial Way
 Glendora, California 91740-4602
 Email: IP@nhra.com

If to Production Company:

Mark Walter
dba J-Angel Productions
106 Partridge Trail
Warner Robins, GA 31088
Email: Mark@j-angel.com

If to DRAW:

Drag Racing Association of Women
4 Hance Drive
Charleston, IL 61920
Attn: _____
Email: _____

Notices shall be deemed received and effective (i) when given if delivered in person; (ii) upon actual receipt as shown by proof of delivery when sent by overnight carrier; (iii) the "sent" date of the email; or, (iv) four (4) days after mailing by US Mail.

13. Relationship of Parties. This Agreement shall not create any relationship of partnership, joint venture, agency, trust, or employment between the parties. The Company and NHRA shall have no right to obligate or bind the other in any manner whatsoever.

14. Assignment and Release and Authority to Bind Client. Production Company acknowledges and agrees that NHRA is granting Production Company access to the Race strictly because of Production Company's representation that it is performing the Project for its client, DRAW. Production Company agrees, warrants and represents that it will not use any Material shot hereunder for any other client, or any other project, except the Project described herein. For purposes of this Agreement, the term "Transfer" means any sale, assignment, sublicense, mortgage, pledge, or other transfer or encumbrance of any kind, whether voluntary or involuntary. This Agreement, and all rights and duties of the Company hereunder, are personal to Company, and such rights may not be Transferred by Company, and such duties may not be delegated by Company, either directly or indirectly, in whole or in part, by operation by law or otherwise, to any person, firm or entity, without the prior written approval of NHRA, which approval may be given or withheld in NHRA's sole

discretion. Any attempt by Company to Transfer such rights or delegate such duties, either directly or indirectly, in whole or in part, by operation of law or otherwise, without the prior written approval of NHRA, shall be void ab initio and shall constitute a material breach of this Agreement by Company. This Agreement, and any or all of the rights of NHRA hereunder, may be Transferred by NHRA, either directly or indirectly, in whole or in part, by operation of law or otherwise, to any person, firm or entity, without the consent or approval of Company. Any or all of the duties of NHRA under this Agreement may be delegated by NHRA, either directly or indirectly, in whole or in part, by operation of law or otherwise, to any person, firm or entity, without the consent or approval of Company, and upon such delegation, NHRA shall be released and discharged from all obligations and liabilities associated with the duties so delegated which arise from and after the date of such delegation.

15. Waivers and Modifications. No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the parties to this Agreement. No written waiver shall excuse the performance of any act other than those specifically referred to therein, no matter how similar. No waiver of any default or breach of this Agreement by either party shall be deemed a continuing waiver.

Each of the parties acknowledges and agrees that the other has not made any representations, warranties or agreements of any kind, except as may be expressly set forth herein. This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, oral or in writing.

16. Severability. If one or more provisions of this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable portion had never been a part hereof. Further, the Company agrees that each signatory to this Agreement shall be jointly and severally liable for any liability flowing herefrom.

17. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of California.

18. Not Effective Unless Fully Executed. This document shall not be considered an agreement or contract nor shall it create any obligation on the part of NHRA or Company, until an unchanged copy has been signed by duly authorized representatives of both parties and delivery is made to each party of a fully signed version.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

20. Execution by Electronic Imaging and Transmission. This Agreement may be executed by signatures transmitted by electronic imaging (for example a facsimile transmission or a scan of an executed document transmitted via email or similar technology that provides an image of the original document as opposed to an original document with an original ink signature), which imaged signatures shall have the same force and effect as if they were "wet" original ink signatures.

21. Electronic Imaging and Storage of Agreement. The parties intend to allow for the electronic imaging and storage of this Agreement, and the admissibility into evidence of such an image in lieu of the original paper version of this Agreement. The parties stipulate that any computer printout of any such image of this Agreement shall be considered to be an "original" under the applicable court or arbitral rules of evidence when maintained in the normal course of business and shall be admissible as between the parties to the same extent and under the same conditions as other business records maintained in paper or hard copy form. The parties agree not to contest, in any proceeding involving the parties in any judicial or other forum, the admissibility, validity, or enforceability of any image of this Agreement because of the fact that such image was initially executed, stored or handled in electronic form.

22. Entire Agreement. This Agreement embodies the complete agreement and understanding between NHRA and Company with respect to the subject matter of this Agreement, and supersedes and preempts any and all prior understandings, agreements or representations by or between NHRA and Company whether written or oral that may have related to the subject matter of this Agreement. There are no representations, promises, agreements, warranties, covenants or undertakings other than those expressly contained herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

NATIONAL HOT ROD ASSOCIATION

Printed Name: _____
Title: _____

MARK WALTER dba J-ANGEL PRODUCTIONS

Printed Name: _____
Title: _____

DRAG RACING ASSOCIATION OF WOMEN

Printed Name: _____
Title: _____