

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER/GRANT OF CERTAIN LEGAL RIGHTS.

As lawful consideration for being permitted by MOTOGP SPORTS ENTERTAINMENT GROUP S.L., company incorporated under the Laws of Spain, with registered offices at c/ Principe de Vergara 183, 28002 MADRID, Spain, and/or any of its affiliated organisations (collectively referred to as "MGP GROUP"), to participate in the **Selection Process 2026** held in Sepang (Malaysia) for the **Idemitsu Moto4 Asia Cup 2027** and - if selected - in the **Idemitsu Moto4 Asia Cup 2027** (testing and races) held in various locations worldwide (all together "Event"), I acknowledge, accept and agree that:

- 1.** Other than MGP GROUP, third parties and related bodies to the FIM Grand Prix World Championship ("MotoGP") or other motorsports competition, as well as other entities contracted by or acting on behalf of MGP GROUP which may be involved in the organisation and execution of the Event and/or other contracted companies, which all and any together shall be herein referred as "Related Bodies"; and
- 2.** The risk of injury from the activity (including use of equipment) involved in the Event is significant, including the potential for serious personal injury and/or property damage such as permanent disability and death, and, while protective equipment and personal discipline will minimise this risk, the risk of serious injury still does exist and is considerable; and
- 3.** Being fully conscious of the numerous risks that are implied in my participation in the Event, I freely accept and voluntarily ASSUME ALL RISKS OF PERSONAL INJURY OR DEATH or property damage which results in any way from my participation in the Event, including but not limited to those damages arising from negligence of persons; conditions on or about the premises and facilities; the operation of the equipment; transportation; any other operations associated with the Event; actions or omissions of employees or agents of MGP GROUP and each and any Related Bodies, actions or omissions of the owners and lessors of the premises used to conduct the Event, or actions or omissions of other participants, pedestrians or spectators. Due to the global Covid-19 pandemic and the specific health risk it implies for all population, which may result in serious illness and death, such risk is implied in my participation, even if following any health protocols obligatory to participate; and
- 4.** I understand that the activities involved in the Event are physically and mentally intense and acknowledge that I am physically fit and sufficiently trained for such activities. I hereby certify that I will not participate or attend to the Event under the influence of alcohol, drugs or illegal substances. I understand the rules of play and will comply with all such rules and regulations; and
- 5.** I hereby release and indemnify and forever discharge MGP GROUP and each and any of the Related Bodies, the owners and lessors of the premises used to conduct the Event, their respective parents, subsidiaries and affiliates, their respective officers, directors, agents, servants, and employees, of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me while participating in the Event, including, but not limited to, those injuries and damages caused by the negligence and or breach of warranty, express or implied, on the part of MGP GROUP and each and any of the Related Bodies; and
- 6.** By execution of this release, MGP GROUP and each and any of the Related Bodies and the owners and lessors of the premises used to conduct the Event shall be indemnified by me for any injury to other person(s) or property, which I may cause as a result of my participation in the Event; I expressly renounce to any demand or claim for liability arising out from any loss, damage, including the death, cost, expense, liability, proceeding, action, demand, claim howsoever and whenever caused, suffered or incurred by me as consequence of any act or accident due to or related with my participation in the Event, being all such parties released from any kind of liability. It being understood that this waiver of liability and actions to be taken pursuant to this paragraph are extended for express will of the Participant and their legal representatives, to his heirs successors, representatives or tutors and guardians in the events of death or disability of the participant; and
- 7.** I authorise any employee or agent of MGP GROUP and each and any of the Related Bodies or the owners and lessors of the premises used to conduct the Event and/or its authorised personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I agree that upon my transport to any such medical facility or hospital, MGP GROUP and each and any of the Related Bodies and the owners and lessors of the premises used to conduct the Event shall not have any further responsibility for me. Further, I agree to pay all costs associated with such medical care and related transportation provided for me and shall indemnify and hold MGP GROUP and each and any of the Related Bodies and the owners and lessors of the premises used to conduct the Event harmless of and from any liability or costs incurred therein; and
- 8.** I expressly give consent to MGP GROUP and each and any of the Related Bodies, its agents and representatives, to disclose medical information related to my health and well-being in connection to my participation in the Event. I understand and expressly accept that disclosures to the media will be limited to the status of injuries and the ability to participate in athletic competition; and
- 9.** For good and valuable consideration which receipt is hereby acknowledged and agreed that MGP GROUP shall have the full, unfettered right to: (a) refer to me, and to use my name, image, likeness, voice and biographical information in respect of all advertising, promotional and publicity material in connection with or relating to the Event; and (b) record and film and obtain copyright from my participation in the Event and/or in any related events (whether by audio or audio-visual means or howsoever) and take photographs of me during or in relation to the Event and/or in any related events, and (c) in each case use and exploit (in

perpetuity and worldwide to the fullest extent permitted by law) such pictures, audio and/or audio-visual footage in respect of me and my participation in the Event, in any now known or in the future developed support or media any and all purposes, including commercial, advertising, promotional and publicity purposes.

10. I agree that all images, photographs, recordings and all copyright in same taken and/or used by or on behalf of MGP GROUP or any affiliated company are owned by MGP GROUP. If I should receive any print, negative, tape or other copy thereof, I shall retain it for my personal use only, and shall not license or authorise its use by anyone else, for commercial or private purposes. I am aware that it is forbidden to use any photo images taken at and in connection to the Event for any other purpose than private use without prior permission of MGP GROUP. I agree that I have no right of approval and no advertisement or other material need be submitted to me for any further approval. In addition, I confirm that I will not distribute such materials, images or pictures on any website (private or public), including social networks, send them by email, copy them onto other mediums for distribution or in any other way make them available to other persons. I further agree that MGP GROUP or any affiliated company has the right to make modifications, derivative works, composites, variations and any other use it wishes of the materials mentioned in Paragraph 9 above and has no responsibility or liability to me for any such use or resulting publication and/or public communication of the materials mentioned in Paragraph 9 above. Nothing herein constitutes any obligation of or promise by MGP GROUP or any affiliated company to make use of any materials; and

11. I agree to comply with any health protocol required to attend the Event, that I will be informed, and sign the corresponding forms.

12. In the event that any section of this release, including all waivers and grants, is found to be unenforceable, the remaining terms shall be fully enforceable; and

13. This release, including all waivers and grants, shall be binding to the fullest extent permitted by law; and

14. This release, including all waivers and grants, shall be binding upon my assignees, surrogates, distributes, successors, heirs, next of kin, executors, personal representatives, and administrators and may be pled by MGP GROUP and each and any of the Related Bodies and the owners and lessors of the premises used to conduct the Event as a complete bar and defence against any claim, demand, action or causes of action by or on behalf of myself; and

15. That should I be selected to register in the Event, it shall be formalised only according to its relevant registration in order to become effective. No liability will arise from lack of final formalisation in the Event, without prejudice of the cause, it being also understood that I hereby accept the results that MGP GROUP and the Related Bodies may publish in relation to the Event.

16. This Release of liability and Waiver/Grant of certain legal Rights, together with any and all documents signed in relation to my participation in the Event, including registration document to the Event, may be freely assigned or transferred (in whole or in part) by MGP GROUP to any third party without my prior consent.

17. This waiver shall be governed by and construed in accordance with the laws of Spain. For the solution of any dispute or litigation arising out from the present registration, the parties agree to submit to the Institutional Arbitration to the Arbitral Court of Madrid, committing themselves to nominate an arbitrator in mutual agreement according to the Ilustre Colegio de Abogados de Madrid (Madrid BAR Association) and with an experience of at least 10 (ten) years of exercise of profession, who shall resolve the dispute with an award to be determined in a non-extensible term of 6 (six) months from the date of acceptance of the arbitration, by which the parties accept and commit to pass, be obliged and to comply pursuant to the arbitral decision.

18. MGP GROUP hereby informs that, for the purposes of this document, any personal details given will be stored and treated in a personal data file pertaining to MGP GROUP in compliance with the corresponding applicable law, including the General Data Protection Regulation (Regulation (EU) 2016/679) of 27 April 2016. The lawfulness of the processing is the performance of the contractual relationship established through the submission of this form, in accordance with article 6.1(b) GDPR. Such personal data is necessary to be used or communicated to third parties, service suppliers of the M4A, for them to provide the particular services to the Participant or the Chaperone. The Participant and any parent, legal guardian or Chaperone shall always have the rights of access, to rectification, to erasure, to restriction of processing, to object and data to portability by contacting MOTOGP SPORTS ENTERTAINMENT GROUP S.L through letter addressed to: Narcis Monturiol 2, 08960 Sant Just Desvern (Barcelona) SPAIN. The data subject may also contact the DPO of MGP GROUP in order to exercise his/her data protection rights at: dpo@motogp.com. Moreover, the Chaperone has the right to lodge a complaint with the Spanish Data Protection Authority. More detailed information in <https://www.moto4asiacup.com>

THE FOLLOWING SECTION MUST BE SIGNED DURING THE SELECTION EVENT AT SEPANG ON THE 27th and 28th OF OCTOBER IN THE PRESENCE OF MGP GROUP STAFF.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, INCLUDING ALL WAIVERS AND GRANTS, UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I HAVE BEEN ADVISED THAT I MAY SEEK MY OWN LEGAL COUNSEL IN REVIEWING THIS AGREEMENT.

Place, Date: _____

Name of Participant (please print): _____

PASSPORT or ID number of Participant (enclosing photocopy): _____

Home Address: _____

Emergency Contact/Telephone Numbers: _____

Signature of Participant: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

This is to certify that I, as parent/guardian with legal responsibility for this participant and with the aim to cover his/her lack of capacity, do consent and agree to his/her release, waiver and grant as provided above for MGP GROUP and each and any of the Related Bodies, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless MGP GROUP and each and any of the Related Bodies from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF MGP GROUP AND EACH AND ANY OF THE RELATED BODIES, to the fullest extent permitted by law. I also agree that all materials referred in Paragraph 9 and all copyright in same taken and/or used by or on behalf MGP GROUP or any affiliated company are owned by MGP GROUP.

Name of Parent/Guardian (please print): _____

Signature of Parent/Guardian: _____

PASSPORT or ID number of Parent/Guardian (enclosing photocopy): _____

Name of Witness (please print): _____

Signature of Witness: _____