



HPD Grassroots Motorsports Participation Agreement

This HPD Grassroots Motorsports Participation Agreement (the "Agreement") is between the registered racer whose name and signature are set forth below ("Racer") and Honda Performance Development, Inc. ("HPD") and is effective as of the Effective Date set forth below. In consideration of the opportunity to participate in the HPD Grassroots Motorsports Program (the "Program") and Racer's agreement to participate therein, Racer and HPD agree as follows:

1. **Racer Participation in the Program.** To participate in the Program, Racer must submit a completed and executed Registration Form (which is part of this Agreement). Racer hereby verifies that all information provided in the Registration Form is true and correct as of the date of execution. If any information on the Registration Form ceases to be true or correct during the term of this Agreement, Racer will promptly notify HPD of such fact and submit a new Registration Form with true and correct information. At all times during the term of this Agreement, Racer must maintain the race organization affiliation set forth on the Registration Form and either (a) own and maintain the race car identified in the Registration Form, which shall be used for racing purposes only and shall not be legal for use of public ways, OR (b) have an Acura or Honda race car currently under construction that Racer anticipates will be finished within the current race season. Racers applying for membership based on (a) [current race car] must have participated in at least two official race events (results listed as DNS do not count) within the one year prior to the date of this Agreement. Race results must include the following: (i) event name, date and location; (ii) name of sanctioning organization; (iii) your name; (iv) class of Acura or Honda race car; (v) model of Acura or Honda race car; and (vi) finishing position. Racers applying for membership based on (b) [car under construction] must provide (i) a copy of Racer's active membership card in SCCA, NASA, or Grand-Am racing; (ii) documentation of the Acura or Honda type, engine and model year that Racer intends to race; (iii) the racing class in which Racer intends to compete; (iv) a completion date for the construction of the car; (v) the date of first race in which Racer intends to compete; and (vi) race results from the car's first event within 30 days of its completion (results listed as DNS do not count). You agree to provide any documentation requested by HPD to substantiate any of the foregoing information.
2. **Special Conditions Pertaining to Use of Program Parts.** The parts that will be made available ("Program Parts"), which will be determined by HPD in its sole discretion, shall be limited to parts used on Honda and Acura race cars. Racer may purchase Program Parts on the terms set forth in this Agreement and in accordance with order procedures and the prices set forth by HPD on the Program website (the "Website"). Racer is not obligated to purchase any quantity of Program Parts. A maximum order quantity may be applied to any Program Parts order at HPD's sole discretion. Racer hereby agrees that Program Parts are subject to the following restrictions on use and special conditions: (a) Program Parts shall only be used for competitive race car purposes on the specific race car(s) referenced on the Registration Form; (b) Program Parts may NOT be used on a street driven production Honda or Acura vehicles or other "street legal" vehicles; and (c) Program Parts are for Racer's personal use only; they may not be resold, rented, given away or otherwise transferred to others.
3. **NO WARRANTY.** Although Program Parts are authentic Honda or Acura parts, they have not been specially tested under race conditions and therefore are sold "**AS IS**" and **WITHOUT WARRANTY OF ANY KIND.** TO THE FULL EXTENT PERMITTED BY LAW, HPD AND ITS PARENT AMERICAN HONDA MOTOR CO., INC. AND ALL AFFILIATED HONDA COMPANIES, INCLUDING, WITHOUT LIMITATION, HONDA MOTOR CO., LTD. (COLLECTIVELY, THE "HONDA COMPANIES") HEREBY DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, PERTAINING TO THE PROGRAM PARTS AND INFORMATION PROVIDED IN CONNECTION



WITH THE PROGRAM, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR USE AND MERCHANTABILITY. Without limiting the foregoing, Racer understands and agrees that competitive race car driving is an inherently dangerous activity and that it is Racer's sole responsibility to determine whether the Program Parts are appropriate for use in Racer's race car and under the racing conditions to which they will be subjected and if and when such Program Parts should be maintained, repaired, and/or replaced. You may have additional rights to the extent, if any, that the applicable state law does not permit any of the foregoing warranty disclaimers.

4. Limitations and Exclusions of Liability. To the fullest extent permitted by law, in no event shall HPD or any Honda Company have any liability to Racer or Racer's successors, heirs or assigns or shall Racer have any liability to HPD or any Honda Company for any damages resulting from participation in the Program or use of the Program Parts, including, without limitation, direct, indirect, special, incidental or consequential damages, damage to or loss of personal property or equipment, loss of profits or revenue, cost of purchase or replacement of goods, or claims of the Racer or third parties that result from the use of any and all Program Parts. HPD's aggregate liability in connection with the Program Parts, the Program and this Agreement shall not exceed the amount of money paid by Racer to HPD for Program Parts pursuant to this Agreement. Racer's aggregate liability in connection with the Program Parts, the Program and this Agreement shall not exceed the amount of money owed but not paid for Program Parts ordered pursuant to this Agreement.

5. Use of HPD Logo Decals and Trademarks. Racer agrees that HPD logo decals shall be affixed to each of Racer's race cars that utilize Program Parts in a manner determined by HPD. Except as may otherwise be agreed to in writing, Racer shall make no use of any HPD, Honda or Acura trademarks or logos (the "Trademarks"). All uses of the Trademarks shall inure to the benefit of HPD and/or its licensors. Upon HPD's written request, Racer shall immediately cease use of any of the Trademarks, even if previously permitted. Unless otherwise agreed to in writing by HPD, all use of the HPD logo decals and the Trademarks shall cease upon termination of this Agreement or Racer's participation in the Program.

6. Term and Termination. Racer understands and agrees that HPD may terminate the Program and this Agreement immediately and at any time, for any reason or no reason, upon e-mail or written notice to Racer. HPD may also terminate this Agreement and Racer's participation in the Program immediately for any breach of this Agreement. Racer may terminate his or her participation in the Program immediately and at any time, for any reason or no reason, upon e-mail or written notice to HPD.

7. Returned parts must be approved by HPD Grassroots Administration prior to shipment at Racer's cost. All parts must be in the original packaging and within 30 days of purchase date on invoice. HPD does not offer a core exchange program.

8. Miscellaneous. Any delay or failure of either party to perform its obligations shall be excused if such delay or failure is caused by an event or occurrence beyond the reasonable control of such party, including acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, terrorism, threats of terrorism, windstorms, explosions, riots, natural disasters, wars, inability to obtain power, material, labor equipment or transportation, court injunction or order, or labor problems such as lockout, strikes and slowdown. All notices hereunder will be in writing and delivered by e-mail confirmed by postage prepaid air express addressed to the party's address as set forth on the signature page or to such other address as the party may hereafter designate by like notice. Any disputes, claims, differences or controversies arising out of or in connection with



this Agreement shall be finally settled by arbitration by the American Arbitration Association in Los Angeles, California pursuant to the Rules of Arbitration of said Association. EACH PARTY WAIVES ITS RIGHT TO TRIAL BY JURY. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision. Neither party may assign its rights or delegate its obligations under this Agreement. If any term(s) of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be construed and reformed in a manner that promotes, to the greatest extent possible, the original intent of the parties while bringing it into compliance with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement shall remain in full force and effect. This Agreement, together with the attachments, exhibits, supplements or other terms specifically referenced herein, constitutes the entire agreement between HPD and Racer with respect to the matters contained in this Agreement and supersedes all prior oral or written representations and agreements with respect to such matters. This Agreement may only be modified in a writing executed by the duly authorized representatives of both parties, provided that HPD may modify the terms of the Program by posting such terms on the Website. The terms of this Agreement (including the Website) supersede the standard terms and conditions accompanying any purchase order for Program Parts, except as expressly otherwise agreed in a writing executed by parties. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive law of the state of California without reference to its conflicts of law principles, and shall be deemed to be executed in Santa Clarita, California. Subject to the arbitration procedures described above, in any legal action relating to this Agreement, each of the parties agrees to the exercise of jurisdiction over it by a state or federal court in Los Angeles, California.

Now, therefore, the parties hereby agree and have executed this Agreement in duplicate effective as of _____ (the "Effective Date").

HONDA PERFORMANCE DEVELOPMENT, INC.
25145 Anza Drive
Santa Clarita, CA 91355

RACER (Print Name): _____

Address: _____

BY: _____

TITLE: _____

Signature: _____

