

#MIStour  
Terms and Conditions

By participating in the #MIStour ("The Promotion"), you hereby consent to the creation and use of photographs, film, video tape, sound recording, and/or other likenesses of me or my image (jointly referred to as the "Images") captured during the Event by Michigan International Speedway, Inc., its parent, subsidiaries, limited liability and affiliated companies, and their respective employees, agents, representatives, successors or assigns (collectively "MIS"), and/or any other person or firm working or affiliated with MIS. I agree that MIS shall own the Images, and shall have the sole right to seek any available legal protection in the Images. I also agree that MIS shall have the worldwide and perpetual right to use, copy, publish, display, edit, modify, alter, adapt, record or prerecord, distort, or make composites of the Images, or any portion of the Images, in any manner whatever, alone or in conjunction with any other photographic, artistic or written material, and to use such Images with or without my name or any fictitious name as MIS sees fit for any lawful purposes (including but not limited to advertising, trade, or promotional activities), and in any forms or media now known or hereafter created.

I hereby indemnify, defend, hold harmless, release and discharge for all time any and all claims whatsoever in connection with the Promotion, including but not limited to the use of the Images as described above by MIS or other persons or firms referred to above (including but not limited to claims relating to defamation, rights or privacy or publicity, confidentiality, trademark or copyright, and unjust enrichment), and waive any right to inspect or approve, in whole or in part, any form or use of the Images.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Michigan, USA, without giving effect to its comity or conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising from or relating in any way to these Terms and Conditions shall be filed only in the state or federal courts located in and for Jackson County in the State of Michigan. You also agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action, and consent to extra-territorial service of process. These Terms and Conditions shall be interpreted according to its express terms, with no presumptions against the drafting party.