

DINNER SERIES TERMS AND CONDITIONS

By submitting payment to Road America (hereinafter referred to as the "Company"), You, the registrant (hereinafter referred to as "You" or "Your") will be deemed to have read and agreed to the following Terms and Conditions, in addition to any terms and conditions of the applicable credit card processing company retained by us for processing Your credit card. These Terms and Conditions constitute a binding agreement between You and the Company, as hereinafter defined and set forth in the Terms and Conditions. Accordingly, You should thoroughly read and understand the following Terms and Conditions which will become a contract between You and the Company upon submitting Your credit card and registration to the Company for approval.

1. **Dinner Registration.** Your dinner registration cannot and will not be confirmed until your payment has been received and processed by the Company.
2. **Cancellation and Refund Policy.** You understand and agree that there are no refunds once Your registration is submitted.
3. **Rescheduling.** You understand and agree that, in the event less than 50 guests register for a particular dinner, the Company has the right to reschedule the dinner.
4. **Release, Waiver and Indemnification.** The undersigned participant and his/her legal guardian (if under the age of 18 years) does hereby execute this release, waiver and indemnification for him/herself and his/her heirs, successors, representatives and those governmental agencies and other organizations affiliated with this dinner, and hold them harmless from any liability, loss, damage, cost, claim, judgement or settlement which may be brought or entered against them as a result of the undersigned's participation in said dinner. This indemnification shall include attorney's fees incurred in defending against any claim or judgement and incurred in negotiating any settlement. It is understood and agreed that the undersigned shall have the opportunity to consent to any such settlement, provided, however, that such consent shall not be unreasonable withheld. YOU HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND ITS CONTENTS, AND BY SUBMITTING PAYMENT TO THE COMPANY, YOU ARE VOLUNTARILY AGREEING TO ACCEPT THE TERMS OF THIS RELEASE AND WAIVER OF INDEMNIFICATION AS YOUR OWN FREE ACT.
5. **Miscellaneous**
 - a. **Entire Agreement.** All understandings and agreements heretofore made between the parties are superseded by and merged into this Agreement, which alone fully and completely expresses the agreement between the parties, and the same is entered into with no party relying upon any statement or representation made by any party not embodied in this Agreement.
 - b. **Jointly Drafted Agreement.** This Agreement is deemed to have been drafted jointly by the parties, and any uncertainty or ambiguity shall not be construed for or against either party as an attribution of drafting to either party.
 - c. **Section Headings.** The headings of Sections contained in this Agreement are merely for convenience of reference and shall not affect the interpretation of any of the provisions of this agreement.
 - d. **Choice of Law; Venue and Jurisdiction.** This Agreement shall be controlled, construed and in all respects governed by the laws of the United States and the State of Wisconsin, as if made and performed entirely within the State of Wisconsin without regard to any conflicts of laws

principles. In the event of a dispute under this Agreement, You hereby consent to suit in the Circuit Court of Sheboygan County, in the State of Wisconsin.

- e. Enforcement of Provisions. Whenever possible, each provision hereof shall be construed so as to be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement or the application thereof to any party or circumstances shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision of this Agreement or the application of such provision to other parties or circumstances.
6. Affirmation of Agreement. You hereby acknowledge and affirm that You have read the Terms and Conditions of this entire Agreement and that You AGREE to all its terms and conditions by voluntarily submitting payment to the Company, including but not limited to the authorization of the use of Your credit card for payment of charges and fees for the registration in the dinner offered by the Company.