

DRIVER AGREEMENT

BETWEEN:

Formula America Corp. DBA Formula Americas Super GP

"FA"

AND:

"DRIVER"

WHEREAS FA is the operator of an auto racing Championship and will operate this Championship during the term of this Agreement and whereas DRIVER has agreed to participate in 2021 Formula Americas Super GP.

Now herein an Agreement between the parties made this ____ day of _____ 2021:

1. DRIVER and FA agree to commit to participation in the events he/she selects during the 2021 Formula Americas Super GP Season 1.
2. In consideration of this Agreement as hereinafter provided, FA agrees to and shall provide and/or perform the following specific rights and services for/to DRIVER:
 - Use of FA's race cars
 - Events on the 2021 Formula Americas Super GP schedule selected by DRIVER
 - Eligible for Prize Money and Scholarship
 - Professional, experienced engineering and crew
 - Maximum number of tires allowed by the Series
 - Crash Damage Insurance
 - Fuel and operational costs for the 2021 Season 1 selected races and events
 - 2 passes to the Series VIP Hospitality (breakfast & lunch during selected race events)
 - 2 tickets to the Season-ending Awards Banquet
 - Professional PR support

FA and DRIVER further agree that:

3. DRIVER shall be responsible for any/all damage to race car while under his or her operation up to the maximum limit set by the Crash Damage Insurance Policy. DRIVER shall not be liable for any damage due to mechanical failure that is not due to his improper operation of the race car. Crash Damage Insurance is included for all drivers.
4. DRIVER and FA hereby grant each other's sponsors, the right to use the DRIVER's name and/or photographic likeness, the Formula Americas Super GP name, and/or photographic likeness, and that of any crew member in any publicity, advertising and promotional materials. Where such use requires additional costs to any of the parties, payments of such amounts shall be agreed upon by all parties.
5. All rights to the development, merchandising and sale of any items bearing the name and/or identification of FA, its sponsors, or any person, company, equipment, materials or any other item(s) or body associated therewith, are the sole and exclusive property of their owners.
6. FA and DRIVER will use their best and most consistent effort to actively provide and generate positive exposure for the entire Series, including but not limited to, participating in FA and DRIVER initiated promotional activities, autograph sessions, etc.
7. DRIVER and FA will work together to ensure that all Series sponsors obtain the maximum possible presence and exposure throughout the operation of the program. This includes the wearing of the prescribed hat and clothing by the driver (and crew when appropriate) and sponsor mentions during all appearances, victory presentations, media interviews, photograph sessions, etc.

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8. DRIVER agrees to defend, protect, indemnify and hold FA, its officers, members, agents, employees, successors and sponsors, harmless against any and all expenses, damages, claims, suits, losses, actions, judgments, liabilities, and costs whatsoever (including legal fees) arising out of, connected with, or resulting from the breach by the indemnifying party, its officers, agents, and employees, of any covenant, agreement, term or obligation to be performed by said party under this agreement, and any claim, expense, damage, suit, loss, injury, death, or otherwise suffered by participants, spectators or others at the events and arising out of the negligent act or omission of the indemnifying party.
9. FA agrees to defend, protect, indemnify and hold DRIVER, his officers, agents, employees, successors and sponsors, harmless against any and all expenses, damages, claims, suits, losses, actions, judgments, liabilities, and costs whatsoever (including legal fees) arising out of, connected with, or resulting from the breach by the indemnifying party, his officers, agents, and employees, of any covenant, agreement, term or obligation to be performed by said party under this agreement, and any claim, expense, damage, suit, loss, injury, death, or otherwise suffered by participants, spectators or others at the events and arising out of the negligent act or omission of the indemnifying party.
10. This Agreement shall commence on the date of execution by both parties and shall terminate on October 30, 2021.
11. FA and DRIVER agree that 100% of the driver awards generated by or through the operation of the race vehicle for the events in which DRIVER is participating shall be awarded to DRIVER. Year end driver awards are the DRIVER's property as well.
12. In consideration of the services, rights and benefits as set out herein, DRIVER agrees to pay FA An entry fee of \$14,995.00 per event entered due 20 days prior to the start of each event.
13. Payments made under the terms and conditions of this Agreement shall be in US dollars.
14. In the case of an event having to be cancelled due to Covid-19 related issues, every measure will be taken to reschedule the event. In the case that an event cannot be rescheduled or if DRIVER is unable to participate due to Covid-19 issues, FA will pay to DRIVER a refund for that event.
15. FA and DRIVER hereby understand and agree that their relationship is that of an independent contractor and not that of a partner, joint venture partner, agent, employee or employer.
16. Neither a course of conduct, nor any waiver by either party with respect to a breach or default of this Agreement by any other party shall operate or be construed as a waiver of any subsequent default or breach, or as a modification of this Agreement. This Agreement shall be construed, interpreted and governed by the laws of the State of Florida. DRIVER and FA agree that is the case of any dispute between the two parties regarding this Agreement, that cannot be settled without legal intervention, to waive court trial and agree to settle any dispute by the legal process of mediation and if this is unsuccessful, then arbitration, to be held in the State of Florida, County of Lee.
17. DRIVER fully understands that auto racing is a dangerous sport and participation in the operation of a racecar carries a significant risk of bodily injury and death. DRIVER further agrees to accept this risk as part of this Agreement and agrees to defend, protect, indemnify and hold FA, its officers, members, agents, employees, and successors, harmless against any and all expenses, damages, claims, suits, losses, actions, judgments, liabilities and costs whatsoever (including legal fees) arising out of, connected with, or resulting from injury to, or death of DRIVER while operating said racecar under this Agreement. DRIVER hereby waives and releases FA from any liability for any claims that may be made by DRIVER or any third party arising out of or relating to participation with FA and the racecar. DRIVER acknowledges and agrees that this release, waiver of liability, and indemnification are intended to be as broad and inclusive as permitted by applicable law and to grant a complete and unconditional release of all liability to the greatest extent permitted by applicable law.

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- 18. For clarification purposes, an 'EVENT' means the date and location of particular races.
- 19. The termination or expiration of this Agreement shall not relieve either party of any liability that accrued prior thereto, nor shall termination or expiration affect the continued operation or enforcement of this Agreement.
- 20. DRIVER has the use of the car for sponsorship. FA may have select areas for Series sponsors.
- 21. This Agreement constitutes the entire and only understanding between FA and DRIVER and supersedes any and all prior agreements, arrangements, communications, or representations, whether verbal or written. No alteration, amendment, change, modification or waiver to this Agreement shall be valid or binding unless the same is in writing and signed by the duly authorized representatives of the parties hereto.

In witness whereof, FA and DRIVER have caused this Agreement to be executed by their duly authorized representatives.

FA

DRIVER

By: _____

By: _____

Printed Name: Jonathan N. Lewis

Printed Name: _____

Title: President / CEO

Date: _____

Date: _____

MINOR CONSENT (for drivers under 18)

I, _____ being the parent or guardian of _____ a minor to hereby give my approval for him to sign this Agreement. I accept all financial liability associated with the DRIVER in this Agreement.

Signature

Date

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