

Exhibit A
INDIANAPOLIS MOTOR SPEEDWAY
**CONSENT, INDEMNIFICATION, & LIABILITY RELEASE AGREEMENT
FOR CORPORATE CREDENTIAL**

The Licensee (identified in the related Agreement) hereby requests Indianapolis Motor Speedway, LLC and its affiliates (collectively, "IMS") to provide Licensee with credentials during the hours of operation and days designated by IMS in connection with the event(s) (indicated in the related Agreement) on the premises of Indianapolis Motor Speedway ("Speedway"), including but not limited to restricted areas and to authorize Licensee to transfer those credentials to others on the terms and under the conditions described herein. The term "Guest" applies to anyone using transferable credentials issued to Licensee. The credentials, when properly obtained and issued, shall give the Guests access to certain premises of the Speedway including certain restricted areas and/or allow the Guests to participate in restricted activities. In consideration for the granting of this privilege, Licensee hereby agrees to the following conditions:

CONDITIONS:

Assumption of Risk. LICENSEE UNDERSTANDS that the credentials it is providing to its Guests will allow its Guests to have access to areas of the Speedway, including restricted areas, and/or to have the privilege of participating in restricted activities and will expose its Guests to dangers both from known risk and unanticipated risk. It is essential that each Guest acknowledges and assumes these risks and release liability prior to obtaining a credential. As Licensee desires to extend this privilege to its Guests, Licensee agrees to be fully responsible for its failure to obtain a validly executed IMS Consent, Indemnification, & Liability Release Agreement from each Guest and/or for its Guests' giving the unauthorized use of a credential provided by IMS to Licensee to another.

Release, Covenant, and Waiver. Licensee, for itself and each third party it represents, hereby releases, waives, discharges, and covenants not to sue IMS, INDYCAR, LLC, Hulman Motorsports Properties, LLC, Penske Entertainment Corp., PMCH Corp. (f/k/a Hulman Motorsports Corporation), Indianapolis Motor Speedway Foundation, Inc., Motorsports Safety Technology, LLC, Automobile Competition Committee for the United States, United States Auto Club, Inc., Andersen Promotions, LLC, National Association for Stock Car Auto Racing, LLC, NASCAR Event Management, LLC (together, "NASCAR"), and/or Event Participants and all of the officers, directors, members, shareholders, owners, successors, assigns, agents, employees, representatives, and affiliates of each, (collectively, "Released Parties") from any and all claims or liability arising out of injury (including without limitation serious injury or death) and/or property damage suffered while on the premises of the Speedway, including, but not limited to, any claim arising out of any condition on the premises of the Speedway and/or the conduct of any person in connection with the preparation for, supervision of, or conduct of any event or activity at the Speedway. Licensee specifically releases the Released Parties, individually and collectively, for their negligence in any form. In signing this release, Licensee FULLY RECOGNIZES THAT IF LICENSEE (AND/OR ANY LICENSEE EMPLOYEE, AGENT, REPRESENTATIVE, OR GUEST) IS HURT, OR HAS A LOSS AS A RESULT OF AN INJURY AND/OR PROPERTY IS DAMAGED WHILE ON THE PREMISES OF THE SPEEDWAY, NEITHER LICENSEE NOR ANY OF LICENSEE'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR GUESTS WILL HAVE ANY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY OR ANY OF THEM CAUSED INJURY OR DAMAGE BY THEIR NEGLIGENCE. If such action is made, Licensee's indemnity obligation will apply. The term "Event Participants" shall include any person or entity along with their officers, directors, members, shareholders, owners, successors, assigns, agents, employees, representatives, and affiliates that are in any way associated with or connected to the facility, an event, or other activity, including but not limited to track owners, race or event promoters, racing associations, sanctioning and/or governing organizations, event or activity organizers, officials, track workers, volunteers, entrants, car owners, plane owners, drivers, riders, pilots, pit or flight crew members, mechanics, safety crew members, medical personnel, sponsors, manufacturers, suppliers, consultants, designers, broadcasters, advertisers, inspectors, construction contractors, engineers, architects, insurers, and all persons in a restricted area and/or participating in an event and/or restricted activities.

Risk of Loss. LICENSEE UNDERSTANDS, ACKNOWLEDGES, AND AGREES that it assumes and shall be responsible for the risk of loss to Licensee, its employees, agents, representatives, Guests, and the Released Parties from the acts or omissions of Licensee, its employees, agents, representatives, Guests, and IMS with

respect to Licensee's exercise of its rights and obligations associated with the use of credentials at the Speedway. Licensee shall maintain commercial general liability insurance for full coverage of claims to a limit of at least \$1,000,000 per occurrence with each member of the Released Parties named as additional insured and coverage shown as primary to any other coverage available to Released Parties. This insurance must insure Released Parties for any claim, including claims of negligence asserted against any Released Party (including the cost of defense and liability), in any way connected with or arising out of the use of the credentials.

Indemnity. LICENSEE SPECIFICALLY AGREES to indemnify, defend, and hold harmless the Released Parties as to all lawsuits, claims, damages, costs, and attorneys' fees, including claims as to Released Parties' sole or contributory negligence, which arise out of Licensee's Guest(s) use of credentials and/or Licensee's failure to obtain a validly executed IMS Consent, Indemnification, & Liability Release Agreement from each Guest and/or Licensee's Guests giving the unauthorized use of a credential provided by IMS to Licensee to another and/or the filing of a lawsuit barred by this Consent, Indemnification, & Liability Release Agreement (including unsuccessful contentions that this release is unenforceable). Licensee understands that its indemnity obligation is not satisfied by the insurance provided by Licensee unless that insurance fully indemnifies and holds the Released Parties harmless.

Release related to Commercial Rights and License. LICENSEE UNDERSTANDS AND AGREES, for itself and/or each third party it represents, that IMS and its successors and assigns shall have and own, in connection with any race, activity, or other event held on the premises of the Speedway, the sole and exclusive right to commercially exploit such races, activities, and events, including all rights to all photographs, video reproductions, audio reproductions, films or motion pictures, radio or television broadcasts, and other reproductions or depictions of any such races, activities, and events or any portion thereof, including without limitation descriptions, pictures, likenesses, images, name, and sound of Licensee alone or with other persons, through any and all media whether now known or hereafter discovered, and all rights to copyright, reproduce, distribute, display, perform, sell, license or otherwise dispose of the same for any purpose whatsoever, including the advertising and exploitation thereof, together with alterations and derivative works of each of the above. Licensee also hereby grants to IMS and its successors and assigns a non-exclusive, perpetual license to use, and Licensee irrevocably consents to the use of, Licensee's rights of publicity for the purpose of promoting IMS and/or any activities and events at the Speedway, and for the purpose of any other exploitation of the rights set forth above. Licensee agrees that it will not reproduce, sell, or otherwise use or exploit any photograph, film, video, audio, depiction, or reproduction of the Speedway, other IMS premises, trademarks, service marks, name, events, or other property, or assist another party in doing any of the foregoing, without IMS's prior written consent. Licensee understands that it has no right to sell, transfer, or assign any of IMS's commercial rights to any person or entity.

Governing Law and Jurisdiction. LICENSEE AGREES that this Agreement is governed by Indiana law. The exclusive jurisdiction as to any action that involves this Agreement, including interpretation or application of the Release, Covenant, Waiver, and Indemnity, shall be a federal or state court residing in Marion County, Indiana.

Revocation. LICENSEE AGREES that the credentials, and the rights associated with the credentials, shall be revocable by IMS at any time for any reason at IMS's sole discretion. IMS's right to revoke shall include the right to revoke credentials from individual Guests, as well as from Licensee. IMS shall also have the right, in lieu of revoking the credentials and the rights associated therewith, to refuse access to any area of the Speedway or to prohibit a Guest from participating in a restricted activity at any time for any reason.

Acknowledgement. LICENSEE ACKNOWLEDGES AND AGREES that by executing the accompanying Agreement LICENSEE ACKNOWLEDGES, UNDERSTANDS, AND AGREES to the terms and conditions of this Consent, Indemnification, & Liability Release Agreement for Corporate Credential.