

WeatherTech® Raceway Laguna Seca / Laguna Seca Recreation Area

2024 NON-PROFIT ORGANIZATION NONBINDING AGREEMENT

A&D Narigi Consulting LLC, a California corporation (“Manager”) on behalf of the County of Monterey, for “Events” held at Laguna Seca Recreation Area to include WeatherTech® Raceway Laguna Seca (“WRLS”), located in Monterey County, California, enters into this 2024 Non-Profit Organization Nonbinding Agreement (“Agreement”) with the following organization:

_____ (“NON-PROFIT ORGANIZATION”)

(Name of organization)

1. NON-PROFIT ORGANIZATION will provide volunteers to support A&D Narigi Consulting LLC management in cooperation with other volunteers not directly associated with this NON-PROFIT ORGANIZATION.

a. Volunteer role to be performed or committee supported:

2. **Purpose:** The purpose of this Agreement is to establish a relationship between Manager and NON-PROFIT ORGANIZATION for the 2024 race and event season at Laguna Seca Recreation Area (LSRA) including WRLS. In order for Manager to operate WRLS races and other events it requires additional personnel. In return for NON-PROFIT ORGANIZATION supplying volunteers as requested in this Agreement, Manager will make a payment to NON-PROFIT ORGANIZATION within 45 days after the “Staffing Report” is submitted and approved by Manager’s designee at the conclusion of the race or event (the “Payment”). NON-PROFIT ORGANIZATION understands that any Payment will be at the discretion of Manager and, as one of the guidelines used to determine the amount of the Payment, Manager will take into consideration the total number of hours worked by all the NON-PROFIT ORGANIZATION volunteers during the race or event.

3. **Volunteer Coordinator:** NON-PROFIT ORGANIZATION should attempt to direct all concerns and questions to the Manager’s Volunteer Coordinator. NON-PROFIT ORGANIZATION will work directly with Manager’s Volunteer Coordinator or other Manager designee under the direct supervision of the President of their organization. NON-PROFIT ORGANIZATION will work in cooperation with other volunteers not directly associated with NON-PROFIT ORGANIZATION.

4. **Volunteer Schedule:** Attached is the current 2024 Premier Event Schedule which states the dates on which the NON-PROFIT ORGANIZATION’s volunteer support may be requested. Actual requested volunteer schedule will be provided by Volunteer Coordinator to NON-PROFIT ORGANIZATION 6 weeks prior to the requested event. President of the NON-PROFIT ORGANIZATION will work in conjunction with Volunteer Coordinator and LSVA designee to determine required staffing needs prior to the event to confirm agreeable scheduling for the dates of the event for NON-PROFIT ORGANIZATION volunteers. Scheduling will be based on the pacing of daily ticket sales for the 2024 event season, and gate sales recorded from the 2023 events. Weekly ticket sales reports for the 2024 season will be distributed by Tuesday 12:00pm. Reporting will be provided weekly for all events beginning February 1, 2024. For a NON-PROFIT ORGANIZATION volunteer to receive two complimentary volunteer admission tickets, one to gain access and one for a guest on a day they are

scheduled, that volunteer is required to work a minimum of one 6-hour shift.

5. **Staffing Reports:** At the conclusion of each day of each race or event staffed by NON-PROFIT ORGANIZATION, a “Staffing Report” must be submitted to Manager’s Volunteer Coordinator. Each Staffing Report must be approved by the President of NON-PROFIT ORGANIZATION with audit and final approval coming from Volunteer Coordinator. It is imperative that all Staffing Reports are accurate, completed in their entirety, and submitted by 5:00pm on the Tuesday following the event. The correct form must be used, or payment could be withheld. Without the completed and approved Staffing Report, Manager will be unable to use that day’s volunteer hours worked by the NON-PROFIT ORGANIZATION volunteers in determining the Payment. Hours paid will be equal to actual hours worked unless that amount exceeds what was stated on requested volunteer schedule. Additional hours worked over the requested amount will not be paid unless additional hours had been requested with factual reasoning and final approval by Volunteer Coordinator. Payment of \$13.00 will be based on man hours worked during a given race or event, per Exhibit A. Payment is to be paid to NON-PROFIT ORGANIZATION directly from Manager.

6. **Shortages:** Should NON-PROFIT ORGANIZATION’s volunteers incur or create any shortages, as determined by Manager’s accounting procedures, either by deficiencies in cash turned in, admission ticket returns, concession returns, souvenir program returns, etc., NON-PROFIT ORGANIZATION understands and agrees that Manager, in its sole discretion, may make an adjustment reducing the amount of the Payment based on any such shortages. Such a determination will be verified by Manager’s Staff Accountant.

7. **Equipment:** Any equipment issued to NON-PROFIT ORGANIZATION and its volunteers by Manager to be used during races or events shall be returned to Manager at the end of each race or event. If any equipment is not returned or is returned damaged, Manager may make an adjustment reducing the amount of the Payment to NON-PROFIT ORGANIZATION based on the value of the equipment not returned or the expense incurred by Manager to repair any damaged equipment. Such a determination will be verified by Manager. Mechanical equipment, if required, will be at the discretion of the Volunteer Coordinator and operation of such equipment will require proper certification, insurance and or legal documentation of eligibility to operate. Service Clubs are required to provide standard uniforms representing their non-profit organization by name when volunteering.

8. **Current Information:** If there are any changes to the name, address, and telephone number of either the NON-PROFIT ORGANIZATION, its President or contact person, these changes should be submitted to the Manager’s Volunteer Coordinator immediately.

9. **Parking:** NON-PROFIT ORGANIZATION volunteer parking will be determined in a designated area prior to events. All parking is at the volunteer’s risk. Neither Manager nor County of Monterey is responsible for any damage to any NON-PROFIT ORGANIZATION volunteer vehicles. It is recommended that individuals lock their vehicle and take appropriate safeguards.

10. **Meal Vouchers:** Food vouchers shall be provided for each day worked (minimum of 6 hours per voucher). Ticket vouchers to be distributed to service club president based on staffing guides provided 14 days prior to the specific event. Food vouchers must be redeemed at the VFW compound. If VFW compound is not operating, food vouchers will be honored by designated vendors servicing the public. The vouchers will be surrendered/collected at time of purchase. Volunteer must initial voucher and indicate name of Non-Profit Organization when it is turned in. Electronic scanning may be required at vendor locations. Effort will be made by LSRA Volunteer Coordinator and other volunteers to work with service clubs regarding lunch timing. The value of total vouchers distributed may vary based on event.

11. **Relationship between Parties:** NON-PROFIT ORGANIZATION understands that the use of its volunteers during races or events at Laguna Seca Recreation Area is at the sole discretion of Management. This agreement is not meant as a binding contract between Manager and NON-PROFIT ORGANIZATION, but it is intended to be an outline of the relationship between the parties and the requirements expected of NON-PROFIT ORGANIZATION. Manager will attempt to resolve any differences between Manager and NON-PROFIT ORGANIZATION to the satisfaction of both parties, but any decision by Manager will be at its sole discretion. NON-PROFIT ORGANIZATION authorizes Manager to use its name in any promotions or advertising.

12. **Monterey County Park:** NON-PROFIT ORGANIZATION further understands that WRLS is located at the Laguna Seca Recreation Area, a park facility owned by the County of Monterey and operated by Manager. NON-PROFIT ORGANIZATION must adhere to any rules, regulations, or requirements as set forth by the County of Monterey and Manager.

13. **COVID-19 and Other Communicable Diseases:** Coronavirus disease 2019 (COVID-19) is a respiratory illness that can spread from person to person. The virus that causes COVID-19 is a novel coronavirus that was first identified during an investigation into and outbreak in China. Risk of infection with COVID-19 is higher for people who are close contacts with someone known to have COVID-19. The virus is spread mainly between people who are in close contact with one another (within 6 feet) through respiratory droplets produced when an infected person coughs or sneezes. To avoid the spread of COVID-19 and other communicable diseases all NON-PROFIT ORGANIZATION volunteer personnel, while volunteering at an Event must: (i) wash their hands regularly with soapy water or provided hand sanitizer; (ii) wear management approved mask over mouth AND nose while working all shifts; (iii) social distance as much as possible; and (iv) stay home and do not show up to any shift if the volunteer feels or is sick or ill of any kind or nature. All NON-PROFIT ORGANIZATION volunteer personnel must sign and return to Manager the Communicable Disease Related Hold Harmless, Release, Waiver of Liability, and Indemnity Agreement, attached hereto and incorporated herein. Registration logs and temperature checks will also be required daily. Logs will record pertinent information at the event that is required for contacting volunteers after the event if a COVID-19 incident were to occur. Should an incident occur, Manager's Volunteer Coordinator will immediately contact the President of the organization as well as those individuals noted on the registration log of the date or days in question. ***All Communicable Disease related protocols are subject to revision based on State and Local mandates at the time of the event.**

14. **Independent Contractor:** In the performance of work, duties, and obligations under this Agreement, NON-PROFIT ORGANIZATION is always acting and performing as an independent contractor and not as an employee of Manager. No offer or obligation of permanent employment with Manager or agency is intended in any manner, and NON-PROFIT ORGANIZATION shall not become entitled by virtue of this Agreement to receive from Manager any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance, or disability benefits. NON-PROFIT ORGANIZATION shall be solely liable for and obligated to directly pay all applicable taxes, including federal and state income taxes and social security, arising out of NON-PROFIT ORGANIZATION's performance of this Agreement. In connection therewith, NON-PROFIT

ORGANIZATION shall defend, indemnify, and hold County and Manager harmless from any and all liability which County may incur because of NON-PROFIT ORGANIZATION's failure to pay such taxes. NON-PROFIT ORGANIZATION hereby agrees that all of its volunteers shall, while participating in any and all Events, enter into and sign the Volunteer Liability Waiver and Agreement, in form substantially similar to the agreement attached hereto as Exhibit "A".

NON-PROFIT ORGANIZATION Information

Please provide a brief description of the purpose of your organization, i.e., how it benefits your community, and the possible use or uses of any payment you may receive from Manager:

NON-PROFIT ORGANIZATION Information (continued):

Taxpayer ID Number: _____

Organization's Mailing Address:

(Payment will be made to the address)

(NAME OF PAYEE & street address or P.O. Box)

(Fax)

(City, state & zip)

(E-mail address)

(Area code & telephone number)

Contact Person for your Organization:

(Name)

(Street address or P.O. Box)

(Fax)

(City, state & zip)

(E-mail address)

(Work Telephone)

(Home telephone)

Acknowledgment

NON-PROFIT ORGANIZATION:

(Print name and title of authorized representative)

X _____
(Signature of authorized representative)

(Date of signature)

(Print name and title of authorized representative)

X _____
(Signature of authorized representative)

(Date of signature)

A&D Narigi Consulting LLC:

X _____
John V. Narigi, Manager

(Date of signature)

A&D Volunteer Coordinator:

X _____
Madison Hutchison

(Date of signature)

Exhibit “A”
Volunteer Agreement
[Attached]

2024 Premier Event Schedule

Trans Am Speedfest
May 2-5

Motul Course de Monterey (IMSA)
May 10-12

Ferrari Challenge (TBC)
May 17-19

Firestone Grand Prix of Monterey (NTT INDYCAR)
June 21-23

MotoAmerica Superbike Speedfest at Monterey (TBC)
July 12-14

Monterey Pre-Reunion & Community Day
August 10-11

Rolex Monterey Motorsports Reunion
August 14-17

GRIDLIFE Festival (TBC)
September 27-29

Volunteer Liability Waiver and Agreement

A&D Narigi Consulting, LLC (“LSRA Manager”), as the Manager of the LSRA for the COUNTY OF MONTEREY, a political subdivision of the State of California (“County”), engages Volunteer for that certain facility rental or event to be held inclusive of May 1 – May 19, June 15 – 25, July 10 - 22, August 7 – 19, September 4 – October 10, at the Laguna Seca Recreation Area and the WeatherTech® Raceway Laguna Seca (each an “Event” and collectively the “Events”). Dates represent set-up through breakdown timeframes by event.

The County and LSRA Manager are parties to that certain Agreement for the Operation and Management of the Laguna Seca Recreation Area, dated January 2020 and executed by the County on November 20, 2019 (the “Management Agreement”), as maybe amended from time to time, whereby LSRA Manager manages, on behalf of the County, and pursuant to the terms of the Management Agreement, the Laguna Seca Recreation Area (the “LSRA”) and the WeatherTech® Raceway Laguna Seca (the “Raceway”) located thereon. LSRA Manager, coordinates and manages all volunteers at the Raceway.

By signing below, I, the Volunteer, agree that:

1. Policies and Safety Rules. For my safety and that of others, I will comply with all volunteer policies, safety rules and other directions for all volunteer activities for the above dates and the Event(s). If I become aware of any hazardous condition or danger at the Raceway, I will alert LSRA Manager.

2. Awareness and Assumption of Risk. I understand that Raceway activities have inherent risks that may arise from the activities themselves, my own actions or inactions, or the actions or inactions of County and LSRA Manager, their directors, officers, employees and agents, other volunteers, and others present at the Raceway during the Event(s). These risks may arise from: risks inherent at the Raceway, including, but not limited to, speeding automobiles, gasoline, oil, hazardous materials, flying debris, chemicals, communicable diseases (including COVID-19). I further understand that it is not possible for anyone to eliminate such inherent risks and that such risks exist by the very nature of the Raceway activities. I assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from my presence at Raceway or participation in Raceway activities at the Event(s), regardless of the cause.

3. Waiver and Release of Claims. In consideration for my participation as a volunteer at the Event(s), I waive and release, on behalf of myself, my personal representatives, assigns, heirs, and next of kin: County, LSRA Manager, and their directors, officers, agents, employees, other volunteers and affiliates; the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, (all for the purposes herein referred to as the “Released Parties”) FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, OR CLAIMS, INCLUDING ATTORNEY’S FEES OR ANY OTHER ASSOCIATED COSTS OF ANY KIND, ON ACCOUNT OF INJURY TO ME OR MY PROPERTY, OR RESULTING IN MY DEATH, ARISING OUT OF OR RELATED TO MY PARTICIPATION AS A VOLUNTEER AT THE RACEWAY EVENT(S), WHETHER CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE. I agree not to sue any of the Released Parties on the basis of these waived and released claims.

4. Medical Care Consent and Waiver. I authorize LSRA Manager to provide me first aid and, through medical personnel of its choice, medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon County or LSRA Manager to provide such assistance, transportation, or services. In addition, I waive and release any claims against the Released Parties arising out of any first aid, treatment, or medical service, including the lack or timing of such, made in connection with my volunteer activities for the Event(s).

5. Indemnification. I will defend, indemnify, and hold the County of Monterey, A&D Narigi LLC and their officers, agents, employees, and contractors harmless from and against any and all liability, loss, damages, claims and attorney’s fees or any other associated costs of any kind that are caused by me or arise out of my participation in providing volunteer services.

6. Confidentiality. As a volunteer, I may have access to confidential information. At all times during and after my participation, I agree to hold any such confidential information in confidence and not disclose or use it except as required in my Event(s) volunteer activities or as expressly authorized in writing.

7. Publicity. I consent to the use by LSRA Manager of my image, voice, name and/or story in any format, including video, print, or electronic (collectively, the “Materials”), as LSRA Manager may deem appropriate to promote its programs. County or LSRA Manager may

make the Materials available at its discretion to third parties, on Raceway’s website, in Raceway’s publications, or through any other media, including social networking websites. I waive any right to inspect or approve the finished product or to receive any payment. I grant to LSRA Manager all copyrights in the Materials and waive any legal claims, including those relating to copyright, or rights of publicity or privacy.

8. Volunteer Not an Employee. I understand that (i) I am not an employee of County or LSRA Manager, (ii) that I will not be paid for my participation, (iii) I am not protected by or subject to California or federal breaks, wage, and hour laws, and (iv) I may not be covered by or eligible for any County or LSRA Manager insurance, health care, worker’s compensation, or other benefits. I may choose at any time not to participate in an activity, or to stop my participation entirely, with the Event(s). I have my own medical or healthcare insurance coverage.

9. SPECTATOR. I UNDERSTAND THAT THIS AGREEMENT WILL BE BINDING FOR THE DURATION OF MY VOLUNTEER SERVICES AT THE EVENT(S). I UNDERSTAND THAT BEFORE OR AFTER ANY SPECIFIC VOLUNTEER SHIFT, OR ADDITIONAL EVENT(S) DAYS, I MAY HAVE THE OPPORTUNITY TO REMAIN AT THE LSRA AND RACETRACK AS A SPECTATOR FOR THE APPLICABLE EVENT. I FURTHER UNDERSTAND AND AGREE THAT IF I REMAIN AS A SPECTATOR AT AN EVENT, I WILL NO LONGER BE CONSIDERED A VOLUNTEER AND ALL OF THE GENERAL TERMS AND CONDITIONS APPLICABLE TO THE GENERAL SPECTATOR AND/OR PUBLIC SHALL APPLY TO ME WHILE I AM A SPECTATOR.

10. Exclusive Agreement. This is the final, complete, and exclusive agreement between LSRA Manager, as agent for County, and me, and supersedes all prior or contemporaneous communications or understandings, either oral or written. This agreement will be binding to the fullest extent permitted by law. If any provision of this agreement is found to be illegal, invalid or unenforceable, the remaining terms will be effective.

I have read this agreement and understand its terms and that I am giving up certain legal rights by signing it. I sign it freely and voluntarily for all events listed and scheduled as presented in this waiver.

Volunteer Name (Print)	Volunteer Signature	Date
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2024 Event Dates – Subject to revisions

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|------------------------|--|
| May 2 – 5 | Trans Am Speedfest |
| May 10 – 12 | Motul Course de Monterey (IMSA) |
| May 17 – 19 | Ferrari Challenge (TBC) |
| June 21 - 23 | Firestone Grand Prix of Monterey (INDYCAR) |
| July 12 – 14 | MotoAmerica Superbike SpeedFest at Monterey (TBC) |
| August 10 – 11 | Monterey Pre Reunion & Community Day |
| August 14 – 17 | Rolex Monterey Motorsports Reunion |
| September 27-29 | GRIDLIFE Festival (TBC) |