

WAIVER OF LIABILITY, ASSUMPTION OF RISK, & MEDIA RELEASE

ADULT AND MINORS

I wish to operate a production vehicle (each a "Rivian Vehicle") on public roads or a closed course and offered by HayMax Lodging LLC as the owner of the Mollie Aspen hotel ("Mollie") and Rivian, LLC ("Rivian") and as consideration for the opportunity to operate the Rivian Vehicle agree to the terms and conditions set forth in this Waiver of Liability, Assumption of Risk, & Media Release (this "Release").

WAIVER OF LIABILITY

I AM AWARE AND UNDERSTAND THAT THE OPERATION OF ANY VEHICLE IS EXTREMELY DANGEROUS AND HAZARDOUS AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF MOLLIE AND/OR RIVIAN, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF MOLLIE AND/OR RIVIAN. **NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY OPERATING THE RIVIAN VEHICLE WITH AN EXPRESS UNDERSTANDING OF THE INHERENT DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING FROM OPERATING THE RIVIAN VEHICLE TO BOTH MYSELF AND ANY PASSENGERS, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF MOLLIE AND/OR RIVIAN OR OTHERWISE.**

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INITIALS

I hereby expressly waive and release any and all claims which I may have, or which I may hereafter have, whether known or unknown, against Mollie and/or Rivian, and their officers, directors, managers, employees, agents, representatives, members, successors, and assigns (collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to participating in the Experience and operating or riding in a Rivian Vehicle, whether arising out of the ordinary negligence of any of the Releasees or otherwise. I covenant not to make or bring any such claim against the Releasees and forever release and discharge all Releasees from liability under such claims. I understand that certain Rivian Vehicles have not been subject to complete testing and/or may not meet Federal Motor Safety Vehicle Standards.

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INITIALS

I will not participate if (i) I am under the influence of any alcoholic beverages; (ii) I have consumed or partaken in any legal or illegal mind-altering drug or substance of any kind within the 24-hour period preceding the Experience; or (iii) I am currently under the influence of any prescription or nonprescription medication of any kind which could or might impact my ability to safely operate a Rivian Vehicle.

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INITIALS

I understand that by signing this Release, I am waiving any and all claims, of any kind arising out of or attributable to my participation in the Experience, including those claims that may be unknown to me, or which I do not suspect to exist at this time.

I shall defend, indemnify, and hold harmless all Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by or awarded against any Releasee arising out of or resulting from any claim of a third party related to my operation of the Rivian Vehicle, including any claims arising out of my own negligence or the ordinary negligence of the Releasees.

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INITIALS

I hereby consent to receive from any licensed hospital, physician, or medical personnel any medical treatment deemed necessary if I am injured or require medical attention during my operation of the Rivian Vehicle. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation.

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INITIALS

I hereby acknowledge my agreement to be bound by Rivian General Terms and Conditions contained at <https://rivian.com/legal/terms> (the "Terms") and the Terms are incorporated into and made part of this Release, including the Dispute Resolution – Arbitration, Class Action Waiver section of the Terms which requires arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

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INITIALS

MEDIA RELEASE

I hereby affirm and acknowledge that I have granted to Mollie and Rivian and others working under its authority permission to photograph and take video and audio recordings of me and any minor(s) I accompany during my operation of the Rivian Vehicle in connection with the preparation of Mollie's and Rivian's advertising and other internal and external materials (the "Materials"), and to use the products thereof (the "Photographs and Recordings"). I grant to or acknowledge the following rights of Mollie and Rivian:

- (1) The unrestricted ownership of and right to use, reproduce, display, distribute, transmit, and publish the Photographs and Recordings of myself and any minor(s) I accompany for any reasonable business purpose, in any medium or any form of communication or distribution now or hereafter known, including without limitation the right to maintain and distribute the Photographs and Recordings in digital or electronic form (including without limitation on Mollie's and Rivian's websites and on social media platforms). I understand that the Photographs and Recordings may be used in whole or in part, in modified or altered form, and separately or in conjunction with other Photographs and Recordings and other material.

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INITIALS

- (2) The nonexclusive right to use my name, image, likeness, voice and biographic material (and the name, image, likeness, voice and biographic material of any minor(s) I accompany) for advertising, publicity, promotion, trade, and/or other marketing for Mollie and Rivian, including without limitation the Materials and other materials in which the Photographs and Recordings are used pursuant to the rights granted above.

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INITIALS

I agree and acknowledge that, on behalf of myself and any minor(s) I accompany, as between us, Mollie or Rivian is the sole owner of all rights in and to the Materials and the Photographs and Recordings, including all copyright interests, and I acknowledge that I have no interest or ownership in the Materials or the Photographs and Recordings, or the copyrights therein. I waive any right to inspect or approve any use of the Photographs and Recordings. I understand and agree on behalf of myself and the minor(s) I accompany, that I shall receive no

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INITIALS

RIVIAN WAIVER OF LIABILITY

compensation for my permission or connection with any use of the Photographs and Recordings, now or in the future. I agree that the exercise of my rights under this Release, including any publication of the Photographs and Recordings, shall constitute full consideration for this Release.

I warrant that I am at least 18 years of age, am the parent or legal guardian of the minor(s) I accompany, that I have full authority to enter into this Release on behalf of myself and the minor(s) I accompany, and that I am not restricted from doing so by any commitments to or agreements with other parties. On behalf of myself and of the minor(s) I accompany, I hereby forever release, discharge, and indemnify the Releasees and any person or entity acting under its permission or authority or for whom it might be acting, including any firm publishing the Photographs and Recordings, from any and all claims known and unknown arising out of or in any way connected with use of the Photographs and Recordings pursuant hereto, including without limitation any and all claims for invasion of privacy, right of publicity, and defamation. The rights granted herein are perpetual and worldwide.

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INITIALS

This Release constitutes the sole and entire agreement of Mollie, Rivian and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of Rivian and me and their respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of Colorado without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in the state where the Experience took place or Orange County, California, and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE MOLLIE AND RIVIAN FOR CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF MY OPERATION OF THE RIVIAN VEHICLE.

Signed:

Date

Printed Name:

Children should be in the rear seats and properly restrained in a child or booster seat appropriate for their height and weight. Use a child seat that meets the Federal Motor Vehicle Safety Standards and is appropriate for the child's age, height, and weight. Also check child seat usage recommendations with local and state laws, the American Academy of Pediatrics, and the National Highway Traffic Safety Administration. Compliance documentation can either be found on a sticker affixed to the child seat, or in the instructions included with the seat.