

Performance Inspired LLC
Terms and Conditions

Effective Date: 4/16/2025

These Terms and Conditions ("Terms") govern your access to and use of the services, events, and membership programs offered by Performance Inspired LLC ("we," "our," or "us"). By accessing or using our services, including attending events, registering for membership, or engaging with our website, you agree to be bound by these Terms.

If you do not agree to these Terms, you must not access or use our services. We reserve the right to modify or update these Terms at any time, and such changes will be posted to our website with the updated "Effective Date."

1. Membership Eligibility

To become a member of Performance Inspired LLC, you must meet the following requirements:

- Be at least 18 years of age.
 - Provide accurate and complete information during registration and maintain it up to date.
 - Abide by all terms, policies, and rules outlined in this agreement, as well as any additional terms provided for specific events or services.
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2. Membership Benefits

Performance Inspired LLC offers multiple tiers of membership, "Pit Stop" and "High Octane".

As a "Pit Stop" member, you may enjoy the following benefits:

- Access to member-only events
- Access to Performance Inspired LLC forums
- Discounts with Performance Inspired LLC partners

As a "High Octane" member, you may enjoy all benefits of "Pit Stop" and the following:

- 20% discounts to paid ticketed events
- Free access to media coverage content
- Early notice of upcoming events and RSVPs

Performance Inspired LLC reserves the right to add, modify, or cancel membership benefits at any time without notice.

3. Event Participation

By registering for or attending any event hosted by Performance Inspired LLC, you agree to the following:

- You will adhere to all event rules, guidelines, and safety instructions.
 - You acknowledge that participation in events (including car rallies, race experiences, and other activities) may involve risks, and you assume full responsibility for your actions and safety.
 - You will not hold Performance Inspired LLC liable for any personal injury, damage to property, or loss incurred during an event.
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4. Payment and Fees

- Membership fees are due as outlined during the registration process. Fees for events may be required in advance, and any additional costs for participation in certain events or services may apply.
 - Payments for events and memberships are processed through secure payment methods. You are responsible for ensuring that your payment details are accurate and up to date.
 - All membership and event fees are non-refundable, except as outlined in our **Refund and Cancellation Policy**.
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5. Code of Conduct

Respectful Behavior:

- All members are expected to treat each other with respect and courtesy at all times. Harassment, offensive language, or disruptive behavior will not be tolerated.

- Members are expected to maintain a positive attitude and be supportive of fellow enthusiasts.

Zero Tolerance for Discrimination:

- Performance Inspired promotes a safe and inclusive environment for all. Any form of discrimination based on race, gender, ethnicity, religion, or sexual orientation will lead to immediate action, including possible termination of membership.

No Alcohol or Drugs:

- Alcohol consumption and illegal drugs are strictly prohibited at Performance Inspired events. Alcohol may be consumed under specific circumstances and will be authorized by event organizers.
- Members must comply with local laws regarding alcohol consumption at events where consumption is permitted.

In addition to these general guidelines, you are also required to comply with the **Rules and Regulations** document of Performance Inspired LLC, which outlines specific expectations and conduct for members during events and when interacting with Performance Inspired LLC property. The Rules and Regulations document is available to all members and is accessible on the Performance Inspired LLC website. Failure to comply with the Code of Conduct and the Rules and Regulations may result in suspension or termination of your membership and/or exclusion from events, at the sole discretion of Performance Inspired LLC.

6. Intellectual Property

All content provided by Performance Inspired LLC, including logos, trademarks, event materials, and website content, are the exclusive property of Performance Inspired LLC and are protected by copyright, trademark, and other intellectual property laws.

You are granted a limited, non-exclusive, and non-transferable license to access and use the content for personal use, but you may not reproduce, distribute, or otherwise use any of our intellectual property without our prior written consent.

7. Privacy and Data Collection

Your use of our services is also governed by our **Privacy Policy**. By participating in events or becoming a member, you agree to the collection, use, and sharing of your personal data as described in the Privacy Policy. We take reasonable steps to protect your data and will not sell

your information to third parties without your consent, except as required by law or necessary to provide our services.

8. Limitation of Liability

To the maximum extent permitted by law, Performance Inspired LLC shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or relating to your use of our services or participation in our events, even if we were advised of the possibility of such damages.

This limitation of liability applies regardless of the cause of action (whether in contract, tort, or otherwise), and is intended to limit our liability to the fullest extent permissible under applicable law.

9. Indemnification

You agree to indemnify, defend, and hold harmless Performance Inspired LLC, its affiliates, officers, directors, employees, agents, and licensors from any claims, liabilities, damages, losses, or expenses, including legal fees, arising out of or in connection with:

- Your violation of these Terms and Conditions.
 - Your participation in any event or activity.
 - Your breach of any applicable law or third-party rights.
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10. Termination of Membership

Performance Inspired LLC reserves the right to suspend or terminate your membership at any time, without prior notice, if you violate any of the terms outlined in this agreement. Upon termination, you will not be entitled to a refund of any fees paid, and you must immediately cease all use of our services and return any materials or assets belonging to Performance Inspired LLC.

11. Force Majeure

Performance Inspired LLC will not be held liable for any failure or delay in performing its obligations under these Terms due to causes beyond its reasonable control, including but not

limited to natural disasters, strikes, pandemics, governmental regulations, or other force majeure events.

12. Governing Law and Dispute Resolution

These Terms and Conditions shall be governed by and construed in accordance with the laws of the state of North Carolina. Any disputes arising from or related to these Terms will be resolved through binding arbitration in Charlotte, North Carolina, and you agree to submit to the personal jurisdiction of the courts in that location.

13. Changes to These Terms

Performance Inspired LLC reserves the right to modify, update, or revise these Terms at any time. Any changes will be posted on our website, and the new version will be effective immediately upon publication. We encourage you to review these Terms periodically for updates.

By signing up as a member of Performance Inspired, you agree to have read and understand the information above.

If you have any questions about these Terms and Conditions, please contact us at info@performanceinspiredhq.com.