

BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC

Release of Liability and Nondisclosure Agreement

Date: June_ 16_, 2017_

I, the undersigned, hereby voluntarily enter into this Release of Liability and Nondisclosure Agreement (this “**Agreement**”), as of the date set forth above, in favor of Bridgestone Americas Tire Operations, LLC and Bridgestone Americas, Inc. and their respect subsidiaries and affiliates (collectively, the “**Company**”). As a condition to and as consideration for the Company permitting me to enter onto the Company’s premises located at Des Moines, Iowa_ (the “**Premises**”), and intending to be legally bound, I hereby agree as follows:

1. Assumption of Risk: I acknowledge and understand that going onto the Premises involves inherent risks and dangers (both known and unanticipated), including but not limited to those dangers generally associated with a heavy manufacturing or distribution facility. Acknowledging that these risks exist, I expressly assume, for myself and on behalf of my heirs and assigns, and anyone else who might make a claim on my behalf (collectively, “**Releasor Parties**”), all known and unknown risks associated with my presences on or near the Premises, including the risks of personal injury or death, or damage to or loss of my property.

2. Release of Liability: I hereby, for myself and on behalf of the Releasor Parties, fully, absolutely, irrevocably and unconditionally release, discharge, and hold harmless the Company and its affiliates, agents, officers, directors, employees, representatives and guests (the “**Released Parties**”), from and against any and all damages, losses, injuries, costs, actions, claims, suits, causes of action and liabilities, including for personal injury or property damage, which directly or indirectly arise out of or relate to my presence at or near the Premises. In signing this Agreement, I FULLY RECOGNIZE AND AGREE THAT IF I AM HURT AND/OR MY PROPERTY IS DAMAGED WHILE AT THE PREMISES, NEITHER I NOR ANY RELEASOR PARTY WILL HAVE ANY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE COMPANY OR ANY RELEASED PARTY.

3. Compliance with Rules: I will fully comply with all of the Company’s rules and guidelines made available to me related to safety, security and use of electronic devices at the Premises and I will at all times obey all safety instructions from the Company’s personnel while on the Premises.

4. No Recording Devices: I agree that I will not take any cell phone, smart phone, tablet, computer, camera, camcorder or any other device capable of taking or transmitting photographs or recordings of images, video or audio (each, a “**Recording Device**”) into any production, warehousing or operational area of the Premises without the prior written consent of a specifically authorized representative of the Company. Further, I agree that I will not take any photographs or record any image, video or audio while at the Premises. I acknowledge that the Company will provide a place to store any Recording Device, and I will turn-over any Recording Device in my possession to the Company upon my arrival at the Premises, which will be returned to me when I leave the Premises. I agree that if I violate any of the above provisions, the Company will have the right to confiscate any Recording Device, delete any pictures or video from such Recording Device, immediately remove me from the Premises and bar me from re-entry.

5. Confidentiality:

a. I understand and acknowledge that I may have access to, receive, learn or discern highly sensitive and confidential information of the Company while at the Premises, that such information is subject to the Company’s efforts to maintain its secrecy, and that the Company wishes to preserve the confidential nature of such information.

b. The term “**Confidential Information**” means any and all of the Company’s confidential, non-public, trade secret, proprietary, technical, and business information, regardless of source or form, including but not limited to, product specifications and designs, manufacturing materials, processes and methods, production machinery, quality assurance methods, plant or site layout and design, and production scheduling systems, that I receive, observe, learn, or discern while at the Premises, whether or not such information is marked as confidential or proprietary. Confidential Information shall not include any information that is now or hereafter becomes generally available to the public through no act or failure to act on my part.

c. I agree not to in any way, directly or indirectly, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information. I will (i) hold the Confidential Information in strict confidence and in a secure manner; (ii) use reasonable care to protect the Confidential Information; (iii) not create, copy or reproduce in any form (electronic or otherwise) any materials containing Confidential Information; and (iv) promptly deliver, upon Company's request, all Confidential Information and copies thereof, in whatever form, in my possession or under my control to Company.

d. If any unauthorized disclosure of any Confidential Information by or through me should occur, I will promptly take all appropriate actions to protect the further dissemination and use of such Confidential Information. I further agree that the Company's remedy at law for any actual or threatened breach of this Agreement would be inadequate and that the Company shall be entitled to specific performance hereof, or injunctive relief, or both. All remedies of the Company are cumulative, not exclusive, and are in addition to any rights and remedies available by contract, at law or in equity.

6. Governing Law; Venue; Waiver of Jury Trial: This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its rules on conflicts of laws. I hereby irrevocably consent to the exclusive jurisdiction of the federal and state courts located in Davidson County, Tennessee, for any action relating to this Agreement or my presence at the Premises. **On behalf of myself and the Releasor Parties, I knowingly, willingly and irrevocably waive my rights to demand a jury trial in any lawsuit or other action involving or related to this Agreement or involving or related to any physical or emotional harm or loss, or damage to property, that may result from my presence at the Premises.**

7. General. This Agreement is intended to be severable, and if any portion of this Agreement shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect. No waiver of any rights or obligations shall be implied. No amendment or waiver to any provision of this Agreement shall be binding and enforceable unless in writing and signed by me and the Company. This Agreement supplements and does not replace any other confidentiality agreement or nondisclosure agreement signed by me in favor of the Company.

IN WITNESS WHEREOF, intending to be legally bound, I sign this Agreement as of the date set forth above.

Signature: _____

Printed Name: _____

Company: Red Power Round Up 2017