

PARENT/GUARDIAN CONSENT AND RELEASE

Dear Parent/Guardian:

Your child or ward would like to register and participate in the 2007 TMX Toyota Athlete Program (the "**Program**"). In order for your child or ward to register and participate in the Program, Toyota Motor Sales, U.S.A., Inc. ("**TMS/USA**", "**we**", "**us**" or "**our**"), requires your consent and agreement to the agreements, terms and conditions, and releases listed below (collectively, "**Agreements**").

For good and valuable consideration, the receipt and sufficiency of which you hereby acknowledge, you agree, on your behalf and on behalf of your child or ward, to the following terms and conditions:

1. You do hereby consent and give your permission to your child's or ward's participation in the Program, and acknowledge and agree to the terms and conditions of each of the Agreements listed below, and personally join in the warranties, representations and agreements set forth in the Agreements.
2. You warrant and represent that: (i) your child or ward is _____ years of age or older; (ii) you have the full right and power to execute this Consent and Release on your behalf and on behalf of your child or ward; and (iii) your child's or ward's participation in the Program will not violate the rights of any third parties.
3. You agree to indemnify and hold harmless TMS/USA, its dealers, dealer associations and distributors and or any of their respective parent, affiliated and/or subsidiary companies, and/or any of their respective products and/or services (collectively, "**TMS Entities/Products**") from and against any and all costs and expenses, damages, claims, suits, actions, liabilities, losses and judgments including, without limitation, reasonable attorneys' fees and legal expenses, based on, arising out of or in any way related or connected with your child's or ward's participation in the Program, including, without limitation, any claims which your child or ward may make in connection with the Program or our exercise of any rights under the Agreements, or your or your child's or ward's breach of any of the Agreements.
4. You understand and agreed that this is a complete RELEASE and DISCHARGE of all claims and rights you or your child or ward have against the TMS Entities/Products, and that no action will be taken by you, your child or ward, or on your or your child's or ward's behalf, with respect to any such rights, it being understood that this Consent and Release shall

be binding upon you and your child's or ward's respective heirs, executors, and administrators.

5. You agree that this agreement supersedes all prior negotiations and understandings between yourself (and your child or ward) and the TMS Entities/Products relating to the rights granted herein and no provision of this agreement can be modified by any other instrument, invoice or document unless in writing and signed by the parties hereto.

6. You agree that (a) any and all disputes, claims, and causes of action arising out of, or connected with this Consent and Release (including without limitation, any alleged violation of these terms, any controversy relating to the arbitrability of any dispute, or any claim that these terms (or any part thereof) are invalid, illegal, or otherwise voidable (or void)) shall be resolved individually, without resort to any form of class action, and exclusively by arbitration to be held solely in Los Angeles, California under the auspices of the American Arbitration Association and pursuant to its Commercial Dispute Resolution Rules and Procedures; (b) any and all claims, judgments, liabilities, and/or awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (c) under no circumstances will you be permitted to obtain awards for, and you hereby waive, all rights to claim, punitive, incidental, and/or consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. This arbitration provision shall be deemed to be self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. In no event shall you seek or be entitled to rescission, injunctive, or other equitable relief or to enjoin or restrain the operation of the Program.

All issues and questions concerning the construction, validity, interpretation, and enforceability of this Consent and Release, your rights and obligations, or our rights and obligations in connection with Program, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A., without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

Any failure by us to enforce any of our rights under this Consent and Release or applicable laws shall not constitute a waiver of such right. If

evidence) to be the person whose name is subscribed to the above instrument, and acknowledged that he/she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate last above written.

----- (Signature)

----- (Printed Name of Notary
Public)

[Seal]

Notary in and for said State.
My term of office expires on the _____ day
of _____, 20__.

PLEASE FAX ALL PAGES TO (866) 493-9127 –
TOLL FREE IN THE UNITED STATES