

# **2024 SOLAR CAR CHALLENGE**

## **FULL WAIVER AND RELEASE OF CLAIMS AND INDEMNITY AGREEMENT**

THIS FULL WAIVER AND RELEASE OF CLAIMS AND INDEMNITY AGREEMENT (this “*Release and Indemnity Agreement*”), dated effective as of July 10, 2024 (the “*Effective Date*”), is executed by \_\_\_\_\_ (“*Participant*”) in favor of the Solar Car Challenge Foundation, Dr. Lehman Marks, or any of Dr. Lehman Marks’ Representatives (together, the “*Sponsors*”).

### **RECITALS**

A. Sponsors have agreed to provide support to the entry of a car in The 2024 Solar Car Challenge (the “*Event*”)

B. Participant has requested to participate in the Event and has agreed to abide by the Challenge Rules, Rule Amendments, Rule Interpretations, Event Updates, Scrutineering Booklet, and Official Race Booklet.

### **AGREEMENT**

For good and valuable consideration (including Sponsors’ permission to participate in the Event), the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *Definitions.*

(a) “*Claim*” or “*Claims*” means any and all past, present and future claims, losses, costs, expenses, fees, fines, penalties, damages, liabilities, demands, actions or causes of action, and costs of defense or settlement (including, without limitation, attorneys’ fees and court costs), whether accrued or unaccrued, foreseen or unforeseen, known or unknown, based in law (common law, statute or regulation) or equity, tort or contract, for personal injury, illness, death, property damage or other loss, relating to or arising out of Participant’s past, present or future presence in and/or participating in the Event, including but not limited to any injury to person or property that Participant may suffer while participating in the Event.

(b) “*Participant*” means the undersigned under the heading “Participant” or, in the case of a Minor Child, the name of the Minor Child written at the end of this Release and Indemnity Agreement.

(c) “*Minor Child*” means a child or legal ward who is under 18 years of age and is a participant in the Event.

(d) “*Released Party*” or “*Released Parties*” means the Sponsors, and the Sponsors’ officers, directors, shareholders, employees, agents, attorneys,

representatives, predecessors, successors and assigns, and all of their present and former direct and indirect corporate parents, subsidiaries, partners, affiliates, and joint ventures, including Dr. Lehman Marks and any member of his family.

2. *Disclaimer.* Participant, or Parent or Guardian, on behalf of Minor Child, acknowledge that participation in the Event is without warranty of any kind whatsoever, express or implied, and that the Sponsors expressly disclaim any and all warranties, express or implied, including, without limitation, any warranty of fitness for a particular purpose. Specifically, the Sponsors make no warranties as to the safety or road worthiness of the vehicle being admitted to the Event. The Sponsors reserve the right, in its sole discretion, with or without cause, to revoke Participant's right to access and use the vehicle and participate in the Event. The fact that the Solar Car Challenge admitted a vehicle to the race in no way should be construed as an endorsement or approval of the road worthiness of that vehicle or the competency of the driver(s).

3. *Acknowledgement and Assumption of Risks.* Participant, or Parent or Legal Guardian, on behalf of Minor Child, acknowledges and understands that:

(a) dangerous conditions and hazards will exist during the course of the Event, which pose risks of serious harm to persons participating or driving a vehicle in the Event, including, but not limited to, property loss, serious bodily injury, illness, and even death;

(b) there are inherently dangerous risks associated with driving a vehicle that may cause serious injury and possibly death, including, but not limited to, risks caused by the general condition of the road, the vehicle, weather conditions, vehicular traffic and actions of other persons present on the roads during the Event; and

Notwithstanding the above, Participant will be liable and responsible for, and holds the Released Parties harmless from and against, any and all Claims relating to damage to persons, property and/or improvements to property caused by Participant or that arise out of, or are related to, Participant's participation in the Event. Participant acknowledges, accepts and assumes all such dangerous and hazardous risks and conditions in exchange for the right to participate in the Event.

4. *Prerequisite Age, Capacity and Training.* Participant represents and warrants that Participant is at least 18 years of age and has the mental capacity to execute this Release and Indemnity Agreement. Participant acknowledges that he or she has the requisite skills, qualifications, physical abilities and training necessary for proper and safe use of any vehicle in the Event. Participant acknowledges and understands that it is Participant's sole responsibility to determine whether he or she is physically and emotionally able to participate in activities of the Event.

5. *Minor Child*

(a) The undersigned Parent or Guardian of any Participant who is a Minor Child agrees and represents that Minor Child who will participate in the Event is accurately identified at the end of this Release and Indemnity Agreement, under the heading "Minor Child," by name, address and age.

(b) By signature below, undersigned Parent or Guardian of such Minor Child agrees and represents that he or she is legally authorized to represent and to bind such Minor Child to the terms of this agreement, including the Full Waiver and Release of Claims contained in paragraph 7 hereof.

6. *Duty to observe state and federal law.* Participant agrees that, while participating in the Event, Participant shall at all times observe all relevant state and federal laws, as well as the rules and regulations applicable to the Event including, but not limited to, the Challenge Rules, Rule Amendments, Rule Interpretations, Event Updates, Scrutineering Booklet, and Official Race Booklet.

7. *Full Waiver and Release from Liability.* Participant, or Parent or Guardian, on behalf of Minor Child, hereby fully RELEASES, WAIVES, ACQUITS and FOREVER DISCHARGES Released Parties from any and all Claims, past, present and future, including any based upon, or alleged to be based upon, PAST, PRESENT OR FUTURE acts or omissions of any Released Party, whether such acts or omissions are alleged or found to be NEGLIGENT (SIMPLE, PER SE, GROSS, SOLE OR CONCURRENT), INTENTIONAL, A BASIS FOR STRICT LIABILITY, OR A VIOLATION OF ANY CONTRACT, AGREEMENT, CONSTITUTIONAL PROVISION, OR ANY CITY, STATE OR FEDERAL CODE, STATUTE OR REGULATION). Participant acknowledges that this is a FINAL, FULL and COMPLETE RELEASE of the Released Parties in connection with any and all Claims that Participant may have now or in the future relating to or arising out of Participant's past, present or future presence or participation in the Event.

8. *Agreement to Indemnify and Hold Harmless.* Participant, or Parent or Guardian, on behalf of Minor Child, agrees that it will be fully and solely responsible for Claims, if any, that may arise from Participant's participation in the Event, and Participant, or Parent or Guardian, on behalf of Minor Child, agrees to DEFEND, INDEMNIFY and FOREVER HOLD HARMLESS the Released Parties from and against any and all Claims for PAST, PRESENT OR FUTURE acts or omissions of any Released Party, whether alleged or found to be NEGLIGENT (SIMPLE, PER SE, GROSS, SOLE OR CONCURRENT), INTENTIONAL, A BASIS FOR STRICT LIABILITY, OR A VIOLATION OF ANY CONTRACT, AGREEMENT, CONSTITUTIONAL PROVISION, OR ANY CITY, STATE OR FEDERAL CODE, STATUTE OR REGULATION.

9. *Other Agreements.*

(a) *Binding Agreement; Intent of Parties.* Participant, or Parent or Guardian, on behalf of Minor Child, represents that it thoroughly and completely understands that this is a complete and final release and indemnity agreement, that Participant is freely and voluntarily entering into this Release and Indemnity Agreement, and that no representations, promises or statements made by any Released Party, or any agent, attorney or other representative of any Released Party has influenced the undersigned in causing him or her to sign this Release and Indemnity Agreement. This Release and Indemnity Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. The language used in this Release and Indemnity Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

(b) *Construction So As To Effect Full and Final Resolution.* The use of the singular shall include the plural, and vice versa, and the use of the conjunctive shall include the disjunctive, and vice versa, as necessary to give the release and indemnity provisions hereof the broadest effect.

(c) *Choice of Law* The interpretation and construction of this Release and Indemnity Agreement and any amendment hereof shall be governed by and be construed in accordance with the laws of the State of Texas without regard to the conflicts of law principles thereof, except that United States federal law shall govern any particular subject matter controlled thereby.

(d) *Enforceability of All Provisions.* Any term or provision of this Release and Indemnity Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(e) *No Oral Modification.* This Release and Indemnity Agreement constitutes the complete and final agreement among the parties with regard to the subject matter herein and supersedes and cancels all prior or contemporaneous agreements, understandings, discussions or representations regarding Participant's participation in the Event. This Release and Indemnity Agreement may not be modified or amended, nor any of its terms waived, except by a writing signed by each of the parties hereto.

(f) *Third Party Beneficiaries.* The Released Parties are third party beneficiaries of this Release and Indemnity Agreement, and each may enforce its rights hereunder as though it were a party hereto.

(g) *Counterparts; Facsimiles.* This Release and Indemnity Agreement may be executed in counterparts, all of which shall be read together and be

construed as one instrument. A facsimile copy of a signature shall be as binding as an original signature.

(h) *Partial Indemnification.* If a Released Party is entitled under any provision of this Release and Indemnity Agreement to indemnification by Participant for a portion of the expenses incurred in connection with any Claim, but not, however, for all of the total amount thereof, Participant shall nevertheless indemnify the Released Party for the portion of such expenses that such Released Party is entitled.

(10) *HIPPA Release*

(a) The Solar Car Challenge will provide COVID testing to all Race Participants. The results of this testing will help protect the health and safety of race participants (students, teachers, staff, and judges), and to provide a COVID-free environment for the conduct of the 2024 Solar Car Challenge.

(b) Race participants authorize the Archpoint Labs, the testing agency, to provide the results of the COVID Test to the Solar Car Challenge COVID Coordinator.

(c) This authorization lasts from Wednesday, July 10, 2024 through Thursday, July 18, 2024.

(d) I understand that I have the right to revoke this authorization, in writing, at any time. I understand that a revocation is not effective to the extent that the information has already been used.

(e) Race Participants (through the \$25 Health Fee) and The Solar Car Challenge are responsible for the costs associated with the testing and evaluation of test results.

(f) COVID testing is required of all race participants as a condition for taking part in the 2024 Solar Car Challenge.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Full Waiver and Release of Claims and Indemnity Agreement to be effective for all purposes as of the date hereof.

Date: \_\_\_\_\_, 2024.

\_\_\_\_\_  
ADVISER/TEACHER

\_\_\_\_\_  
School

**RACE PARTICIPANTS and DRIVERS LICENSE NUMBERS:  
Drivers must have a valid driver's license. A Learner's Permit is not acceptable.**

\_\_\_\_\_ DL No. \_\_\_\_\_

\_\_\_\_\_ DL No. \_\_\_\_\_

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**PARENT OR GUARDIAN ON BEHALF OF MINOR CHILD:**

Name of Participant \_\_\_\_\_

Age: \_\_\_\_\_

Address: \_\_\_\_\_

Signature of Parent or Guardian \_\_\_\_\_

Name of Participant \_\_\_\_\_

Age: \_\_\_\_\_

Address: \_\_\_\_\_

Signature of Parent or Guardian \_\_\_\_\_

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