

## FORMULA SUN GRAND PRIX 2011 Participation Agreement

THIS AGREEMENT is entered into by and between \_\_\_\_\_ (hereinafter "PARTICIPANT") and the organizers of Formula Sun Grand Prix 2011, the Innovators Educational Foundation, the EVENTS sponsors, and their respective officers, directors, trustees, employees, agents, contractors, subcontractors, assigns, and representatives (collectively hereinafter known as "ORGANIZERS").

WHEREAS, ORGANIZERS are organizing the Formula Sun Grand Prix 2011 solar-powered car competition comprised of separate components known as Scrutineering and a Track Event to be conducted May 2-7, 2011 in Indiana in the United States (hereinafter the "EVENTS"); and

WHEREAS, PARTICIPANT desires to enter a team and entry vehicle to compete in the EVENTS;

NOW, THEREFORE, as and for ORGANIZERS' consent to allow PARTICIPANT to enter and compete in the EVENTS, it is agreed by the PARTICIPANT as follows:

1. PARTICIPANT hereby acknowledges receipt, review, and understanding of all rules established for the EVENTS, titled FSGP 2011 Regulations (hereinafter the "RULES") available online at <http://americansolarchallenge.org>. PARTICIPANT further agrees to comply with all the RULES, any amendments or revisions to the RULES, and all official interpretations to the RULES made by the ORGANIZERS from time to time.

2. PARTICIPANT, by signing this Agreement and participating in the EVENTS, expressly agrees that the ORGANIZERS shall not be liable for any claims, losses, expenses, damages, demands, settlements, and judgments arising from any loss or personal injury, including death, sustained by PARTICIPANT, its individual team members, any partner or affiliate of PARTICIPANT, or any person or entity claiming on behalf of such participants arising in any way from participation in the EVENTS. **PARTICIPANT assumes full responsibility for any such claims, losses, expenses, damages, demands, settlements, and judgments which may occur to PARTICIPANT, its individual team members, any partner or affiliate of PARTICIPANT, or any person or entity claiming on behalf of such participants arising in any way from participation in the EVENTS. PARTICIPANT specifically agrees that the ORGANIZERS shall not be responsible for any personal injuries, including death, damages, loss, or theft of personal property suffered by PARTICIPANT, its individual team members, any partner or affiliate of PARTICIPANT, or any person or entity claiming on behalf of such participants.**

This release and waiver will survive the expiration, lapse, or other termination of this Agreement and releases and waives any and all claims, losses, expenses, damages, demands, settlements, and judgments that accrue or may accrue to PARTICIPANT, its individual team members, or any other person or entity who may accrue a claim through PARTICIPANT, its individual team members, any partner or affiliate of PARTICIPANT, or any person or entity claiming on behalf of such participants.

3. PARTICIPANT agrees to the extent permitted by law to indemnify and hold harmless the ORGANIZERS from and against any and all damages, losses, claims, demands, actions, settlements or judgments, including reasonable attorney fees and litigation expenses, based upon or arising out of the participation of PARTICIPANT or its individual members in the EVENTS or any activities incidental thereto, including third-party claims derivative of the participation of PARTICIPANT or its individual members in the EVENTS or any activities incidental thereto. The duties to indemnify and hold harmless shall survive the termination and expiration of this Agreement.

4. Before participation in any portion of the EVENTS activities, PARTICIPANT shall secure from each individual member of its team a signed Individual Participation Agreement, available from the ORGANIZERS, which shall be delivered by PARTICIPANT to the ORGANIZERS to be retained on file.

5. PARTICIPANT at its own expense, shall obtain and maintain in force at least through the end of the EVENTS motor vehicle liability and general public liability insurance with limits of liability for bodily injury of not less than US\$1,000,000 per person and US\$1,000,000 per occurrence and property damage of not less than US\$1,000,000 per occurrence and US\$1,000,000 in the aggregate. Proof of such coverage shall be provided to the ORGANIZERS. If PARTICIPANT is self-insured, a letter of confirmation of such fact shall be provided to the

ORGANIZERS. PARTICIPANT shall also maintain workers' compensation insurance and any other legally required insurance for all its employees participating in the EVENTS, providing written evidence of such coverage to the ORGANIZERS upon request. PARTICIPANT acknowledges that such insurance requirements are not a guarantee that such coverage will be adequate to satisfy PARTICIPANT'S obligations in the event of a covered loss and the minimum limits expressed herein shall in no way limit PARTICIPANT'S liability or obligations.

6. PARTICIPANT shall be liable for the acts and omissions of its individual members, agents, and employees participating in the EVENTS, and agrees to the extent permitted by law to indemnify and hold harmless the ORGANIZERS from any and all damages, expenses, losses, claims, demands, actions, settlements or judgments, including reasonable attorney fees and litigation expenses, arising out of its negligent or willful acts and omissions, and those of its individual members, agents, and employees, in relation to its participation in the EVENTS.

7. None of the provisions of this Agreement is intended to create, nor shall be deemed to constitute or create, any relationship between the parties hereto other than that of independent entities contracting with each other for the sole purpose of effecting the provisions of this Agreement, and this Agreement does not grant either party any authority to assume or create any obligation on behalf of or in the name of the other.

8. This Agreement shall be construed in accordance with the laws of the State of Missouri without regard to its conflict of laws provisions and PARTICIPANT consents to jurisdiction and venue in Phelps County, Missouri, for the resolution of all disputes arising hereunder.

9. If for any reason any provision of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision necessary consistent with applicable law and, in its modified form, such provision shall be enforceable and enforced.

10. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and any modification of this Agreement shall be in writing and shall be signed by a duly authorized representative of each party. There are no understandings representations or warranties except as expressly set forth herein.

11. This Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, PARTICIPANT has executed this Agreement as of the date set forth below:

\_\_\_\_\_  
Signature of PARTICIPANT Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of PARTICIPANT Officer

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Printed name of PARTICIPANT

PARTICIPANT shall return one (1) signed copy of this Participation Agreement to the Formula Sun Grand Prix 2011 Headquarters as part of the entry process for the EVENTS.

PARTICIPANT Officer shall have the authority to legally bind the PARTICIPANT. In the case of a school or university, this typically is NOT a Faculty Advisor.