

## FORMULA SUN GRAND PRIX 2019 PARTICIPATION AGREEMENT

**Please Note:**

**The PARTICIPANT must be a higher education institution that is entering the team in the event. The person completing this agreement shall have the authority to legally bind the PARTICIPANT. This typically is NOT a Student or Faculty Advisor for the school, college, or university. Please consult with your Legal or Business Office.**

THIS AGREEMENT is entered into by and between \_\_\_\_\_ (hereinafter "PARTICIPANT") and the organizers of Formula Sun Grand Prix 2019, 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 2019 solar-powered car competition comprised of separate components known as Scrutineering and a Track Event to be conducted the summer of 2019 within the United States (hereinafter the "EVENTS") with all dates and locations to be published at <http://americansolarchallenge.org> as they are confirmed; 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 2019 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, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT OF THE ORGANIZERS, whether such negligence is present at the signing of this Agreement or takes place in the future.**

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 and US\$1,000,000 per occurrence. 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 2019 Headquarters as part of the entry process for the EVENTS.

**REPRESENTATIONS OF FINANCIAL RESPONSIBILITY  
FOR ENTRY OF TEAM AND VEHICLE TO COMPETE IN EVENT**

1. The undersigned represents that he/she is authorized by PARTICIPANT to make these statements and representations on behalf of PARTICIPANT.
2. The undersigned represents that he/she is authorized by PARTICIPANT to enter into the attached Participation Agreement on behalf of PARTICIPANT and to bind PARTICIPANT to the terms of the Participation Agreement.
3. PARTICIPANT acknowledges that these representations are made for causing the ORGANIZERS to permit PARTICIPANT to enter a team and vehicle in EVENT.

FOR THOSE PARTICIPANTS PROVIDING A CERTIFICATE OF INSURANCE:

4. PARTICIPANT has the following policies of liability insurance (Certificates of Insurance attached hereto) applicable to acts and omissions of PARTICIPANT and those employees, faculty members, students and advisors utilized by PARTICIPANT to participate in EVENT:

Insurer		Policy No.	
Limit Per Person		Limit Per Occurrence	

FOR THOSE PARTICIPANTS WHO ARE NOT UTILIZING (in whole or part) ACTUAL INSURANCE POLICIES but are disclosing the ALTERNATIVE METHODS (i.e., proof of self-insurance):

5. PARTICIPANT represents that it is an entity of the \_\_\_\_\_ (university name) and that pursuant to certain applicable statutes and regulations (copies of which are attached hereto), \_\_\_\_\_ (legal institution name) is financially responsible for the acts and omissions, including those of negligence and carelessness, for each of those employees, faculty members, students, advisors, and representatives utilized by PARTICIPANT to participate in the EVENT.

6. Under the applicable statutes and regulations, the limits of financial responsibility for PARTICIPANT, and the employees, faculty members, students, advisors, and representatives utilized by Participant are:

PER PERSON: \_\_\_\_\_ PER OCCURRENCE: \_\_\_\_\_

**PARTICIPANT AGREES TO NOTIFY ORGANIZERS IMMEDIATELY IN THE EVENT OF ANY CHANGES IN INSURANCE POLICIES, LIMITS OF INSURANCE, STATUTES OR REGULATIONS IDENTIFIED HEREIN. PARTICIPANT AGREES THAT AT THE SOLE DISCRETION OF ORGANIZERS ANY SUCH CHANGES MAY RESULT IN PARTICIPANT BEING PROHIBITED FROM ENTERING A TEAM AND VEHICLE IN THE EVENT.**

The undersigned has personal knowledge concerning the matters set forth herein, and states that the statements herein are true and accurate.

\_\_\_\_\_  
Name Title

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public