

## FORMULA SUN GRAND PRIX/AMERICAN SOLAR CHALLENGE 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 university's legal or business office to complete this Agreement.**

This Participation Agreement (the "Agreement"), dated as of [ ] ("Effective Date"), is entered into by and between [ ] (hereinafter "Participant") and Innovators Educational Foundation, including its officers, directors, trustees, employees, agents, contractors (including sponsors), subcontractors, assigns, and representatives (collectively hereinafter known as "Organizers"). Participant and Organizers are each hereinafter known as a "Party" and, collectively, as the "Parties."

WHEREAS, Organizers are responsible for organizing the Formula Sun Grand Prix and the American Solar Challenge, each a solar-powered car competition comprised of separate components known as scrutineering, a track event/qualifier, and a road tour to be conducted within the United States (hereinafter the "Event(s)"); and

WHEREAS, the Formula Sun Grand Prix is held every year and the American Solar Challenge is held every other year, with all dates and locations to be published as they are confirmed at <https://americansolarchallenge.org>; and

WHEREAS, Participant desires to enter a team and entry vehicle to compete in the Event(s).

NOW, THEREFORE, in consideration of Organizers' consent to allow Participant to enter and compete in the Event(s), and for other mutual covenants and agreements set forth herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Participant hereby acknowledges receipt, review, and understanding of all rules established for the Event(s), in the Event regulations for the year in which the Event(s) are being held (hereinafter the "Rules") available online at <https://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. To the fullest extent permitted by the Governing Law (as defined below), Participant shall be liable for the acts and omissions of its individual team members, employees and agents participating in the Event(s). Further Participant assumes full responsibility for, and agrees that the Organizers shall not be liable for, any claims, losses, expenses, damages, demands, settlements, or judgments, including reasonable attorney fees and litigation expenses arising from any loss or personal injury, including death, caused by or arising out of Participant's, its individual team members, employees and agents acts and omissions while participating in the Event(s) or any activities incidental thereto ("Claims"), unless due to the gross negligence, recklessness, or intentional misconduct on the part of the Organizers. To the fullest extent permitted by the Governing Law, Participant assumes full responsibility for any Claims and shall hold the Organizers harmless from and against all Claims asserted against Organizers, unless due to the gross negligence, recklessness, or intentional misconduct on the part of the Organizers.

3. To the fullest extent permitted by the Governing Law, Participant shall obtain and maintain in force at least through the end of the Event(s) 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, with Organizers listed as an additional insured. Participant shall provide Organizers with proof of such coverage and Organizers' designation as an additional insured. If Participant is self-insured or insured pursuant to a state statutory framework, then Participant shall provide Organizers with a document confirming such coverage, including the kinds and amount of coverage, as well as Organizers' designation as an additional insured (to the fullest extent permitted by law). In addition to the foregoing, Participant shall also sign the attached Exhibit A: Representations of Financial Responsibility, which is attached to and made a part of this Agreement. Participant acknowledges and agrees that individual team members, employees and agents shall each sign an individual release and waiver of liability prior to being allowed to participate in the Event(s). Participant shall also maintain workers' compensation insurance and any other legally required insurance for all its employees participating in the Event(s) and shall provide 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.

4. Participant appoints the following university representative as the primary faculty/staff advisor contact ("Participant Advisor") for the team:

|               |  |              |  |
|---------------|--|--------------|--|
| Name          |  |              |  |
| Email Address |  | Phone Number |  |

Should the Participant Advisor change, Participant shall as soon as practical notify [ascteams@americansolarchallenge.org](mailto:ascteams@americansolarchallenge.org) of the new name, phone number, and email address.

5. 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.

6. This Agreement shall be construed in accordance with the laws of the State of [ ]<sup>1</sup> without regard to its conflict of law's provisions ("Governing Law").

7. The Organizers reserve the right to cancel, abandon, or postpone the event, in whole or in part, for any reason, including but not limited to acts of God, natural disasters, acts of war, acts of terrorism, weather, riots, strikes, communicable disease crisis, quarantine restrictions, and other events beyond the control of the Organizers.

<sup>1</sup> Insert Participant's governing State. For non-U.S. participants, the governing law is Delaware.

8. 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 consistent with applicable law and, in its modified form, such provision shall be enforceable and enforced.

9. 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.

10. This Agreement shall commence on the Effective Date and remain in effect until October 31<sup>st</sup> of the year in which the Event(s) occurred. Section 2 of this Agreement shall survive the expiration, lapse, or other termination of this Agreement for any reason.

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

12. Participant agrees that Organizers may use the name and/or logos of Participant to identify Participant in marketing materials and programs publicizing the Event(s). Organizers agree that Participant may use Event(s) names and/or logos to further promote the Event(s).

In WITNESS WHEREOF, Participant desires to enter a team and entry vehicle to compete in the Event(s) taking place in the year of [\_\_\_\_\_] and has executed this Agreement as of the Effective Date.

\_\_\_\_\_  
Signature of Participant's authorized representative

\_\_\_\_\_  
Printed name of Participant's authorized representative

\_\_\_\_\_  
Title

Participant shall return one (1) signed copy of this Agreement, together with signed Exhibits, to the Organizers as part of the entry process for the Event(s).

**Exhibit A**  
**REPRESENTATIONS OF FINANCIAL RESPONSIBILITY**

1. The undersigned represents that as of the Effective Date he/she is authorized by Participant to make these statements and representations on behalf of Participant and to enter into the Participation Agreement (the "Agreement") on behalf of Participant.

2. Participant acknowledges that these representations are made in consideration of the Organizers' consent to allow Participant to enter a team and vehicle to compete in the Event(s).

**FOR THOSE PARTICIPANTS PROVIDING A CERTIFICATE OF INSURANCE:**

3. Participant has the following policies of liability insurance (Certificates of Insurance attached hereto) applicable to acts and omissions of Participant and those individual team members, employees, and agents utilized by Participant to participate in Event(s):

|                     |  |                         |  |
|---------------------|--|-------------------------|--|
| Insurer             |  | Policy No.              |  |
| Limit<br>Per Person |  | Limit<br>Per Occurrence |  |

**FOR THOSE PARTICIPANTS WHO ARE INSURED BY OTHER MEANS (i.e., SELF-INSURANCE, STATE STATUTORY FRAMEWORK, ETC.):**

4. Participant represents that it is financially responsible for the acts and omissions, including those of negligence and carelessness, for itself and those of individual team members, employees, and agents utilized by Participant to participate in the Event(s).

5. The limits of financial responsibility for 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.

\_\_\_\_\_  
Signature of Participant's authorized representative

\_\_\_\_\_  
Printed name of Participant's authorized representative

\_\_\_\_\_  
Title