

**RELEASE AND WAIVER OF LIABILITY, INDEMNITY,
AND ASSUMPTION OF RISK**

The individual named below (referred to as "I" or "me") desires to participate in a driving event in Fort Worth, Texas to be held on or about July 16, 2025 (whether singular or plural, hereinafter referred to as the "**Activities**") sponsored by Solar Car Challenge Foundation, a Texas non-profit corporation with offices located at 3505 Cassidy Drive, Plano, TX 75023 (the "**Sponsor**"). In consideration of being permitted by the Sponsor to participate in the Activities and the intangible value that I will gain by participating in the Activities and in recognition of the Sponsor's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "**Release**").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE POTENTIALLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE AND/OR FINANCIAL LOSS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE SPONSOR, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE SPONSOR. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE SPONSOR OR OTHERWISE.

I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST THE SPONSOR, AND ITS OFFICERS AND DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ARISING OUT OF OR ATTRIBUTABLE TO THE ACTIVITIES, WHETHER ARISING OUT OF THE ORDINARY NEGLIGENCE OF THE SPONSOR OR ANY RELEASEES OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE SPONSOR OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE SPONSOR AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS. THIS WAIVER AND RELEASE DOES NOT EXTEND TO CLAIMS FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY OTHER LIABILITIES THAT TEXAS LAW DOES NOT PERMIT TO BE RELEASED BY AGREEMENT.

I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SPONSOR AND ALL OTHER RELEASEES AGAINST ANY AND

ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, FEES, THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS RELEASE, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY THE SPONSOR OR ANY OTHER RELEASEES ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD PARTY RELATED TO MY PARTICIPATION IN THE ACTIVITIES, AND ARISING FROM OR RELATED TO MY OWN NEGLIGENCE OR RECKLESS BEHAVIOR

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Sponsor and all other Releasees from any claim based on such treatment or other medical services.

I acknowledge that participation in the Activities is without warranty of any kind whatsoever, express or implied. The Sponsor reserves the right, in its sole discretion, with or without cause, to revoke my right to access and use any vehicle and participate in the Activities. The fact that the Sponsor 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).

I represent and warrant that I am at least 16 years of age and have the mental capacity to execute this Release. I have the requisite skills, qualifications, physical abilities and training necessary for proper and safe participation in the Activities. At all times, I agree to observe all relevant state and federal laws, as well as the rules and regulations applicable to the Activities including, but not limited to, the Challenge Rules, Rule Amendments, Rule Interpretations, Event Updates, Scrutineering Booklet, and Official Race Booklet,

This Release constitutes the sole and entire agreement of the Sponsor and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent in any jurisdiction, then the remaining terms and provisions of this Release and their application to other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Release is binding on and shall inure to the benefit of the Sponsor and me and our respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this agreement to the laws of another jurisdiction. Any claim or cause of action

arising under this Release may be brought only in the federal and state courts located in Collin County, Texas and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE SPONSOR, WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I COMPLETELY AND UNCONDITIONALLY RELEASE ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signed:

Printed Name:

Address:

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent and agree to the terms and conditions of this Release and Waiver of Liability, Indemnity, and Assumption of Risk.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____

Advisor/Teacher (print name)

School