



(San Felipe 250; Baja 500; Desert Challenge; Baja 1000)

ALL INCLUSIVE – EVENT AND RELATED ACTIVITIES

GENERAL WAIVER, RELEASE, CONSENT AND INDEMNIFICATION AGREEMENT

**DRIVER and CO-DRIVERS**

**THIS IS A LEGALLY BINDING WAIVER OF LIABILITY, RELEASE, EXPRESS ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT** (hereinafter referred to as the “Waiver”). **Please read the Waiver carefully. Fill in all blanks and place your initials on the line at the end of each paragraph before signing the last page. Your initials and signature indicate you have read and understood the terms of this Wavier and agree to be bound by it.**

1. Voluntary Participation. I, (the “Participant” and “Driver of Record”) being eighteen (18) years old or older acknowledge that I have voluntarily applied to enter at least one of the annual SCORE off road racing events which include the “**San Felipe 250**”, **BAJA 500, Desert Challenge and/or BAJA 1000** races (the “**Event**”) to be conducted in San Felipe, and greater Baja California peninsula in the country of Mexico. As part of my participation I may also participate in pre-running the course, time trials and other preparatory and post-race activities (the “**Event and Related Activities**”). It is the responsibility of the Driver of Record to ensure all Co-Driver(s) provide original signatures to participate in the Event and Related Activities. I will insure all team members, staff, family and individuals affiliated with my race efforts are adequately trained, comply with the law, proceed with caution, viewed the safety videos, and are provided with a safety plan to safeguard themselves and those around them. Individuals in restricted areas without the required identification will be treated as a trespasser per applicable laws.

**Initials**\_\_\_\_\_

2. Acknowledgement of Ultrahazardous Activity. I understand, acknowledge and am aware that off-road racing may be a dangerous activity in which a participant could suffer serious bodily, psychological, and neurological injury or death or cause injury to another’s person or property. The possible risks associated with off-road racing include, but are not limited to: (a) the participant being run over, knocked over, thrown or dragged by an automobile, tool or other piece of equipment; (b) the participant being involved in slips, falls, collisions or contacts with other participants, officials, spectators, objects such as gates, vehicles, vehicle parts, tires, pneumatic or other tools, equipment, fences, posts, animals, trees, stakes, signage, flying debris, and other such objects; and intangible things such as fumes and gases in liquid or gaseous form; (c) the participant’s bodily parts being lodged or caught in automobile mechanisms, ropes, wires, hoses, or other equipment; (d) the participant being cut, burned scraped, scratched, bruised or otherwise injured by flying glass, rocks, metal or other substance as a result of an accident, explosion, or fire; (e) the participant’s hearing being temporarily or permanently impaired due to the high levels of noise common to all motor sports events; (f) the participant being injured as a result of hyperventilation, dehydration, heart attack or panic, due to the physically strenuous activities associated with off-road racing; (g) new injuries or aggravations of existing injuries from equipment failure, misuse or nonuse, attempted medical treatment, delays in treatment, emergency evacuations and related efforts or lack thereof; (h) the failure, delay, inaccuracy or inadequacy of any equipment, the installation and configuration thereof, whether installed or mandated by SCORE, its service providers, vendors or any third party, to include the satellite systems, GPS satellites, data transmitters, data transmissions, emergency signals, location coordinates.

**Initials**\_\_\_\_\_

3. Suitability of Participants. Persons should not participate in the Event and Related Activities if: (i) the participant is or will be under the influence of alcohol, drugs, or medication during the Event and Related Activities; (ii) the participant does not fully understand and comprehend any rules, instructions, or direction given during the course of the Event and Related Activities; or (iii) the participant has any physical or mental injury, impairment or condition that would prevent him or her from participating fully in the Event and Related Activities.

I DO HEREBY DECLARE THAT I POSSESS THE STANDARD OF COMPETENCE NECESSARY AND ARE PHYSICALLY FIT FOR AN EVENT AND RELATED ACTIVITIES OF THIS TYPE FOR WHICH THE ENTRY RELATES.

**Initials**\_\_\_\_\_

4. Assumption of Risk. I PERSONALLY AND VOLUNTARILY ASSUME ALL INHERENT RISKS, WHETHER FORESEEN OR UNFORESEEN, IN CONNECTION WITH MY PARTICIPATION IN THE EVENT, AND RELATED ACTIVITIES FOR ANY LOSS, DAMAGE, HARM, OR INJURY, INCLUDING PARALYSIS OR



DEATH, THAT MAY BEFALL ME OR MY PROPERTY WHILE I AM PARTICIPATING IN THE EVENT AND RELATED ACTIVITIES, INCLUDING THE RISK OF NEGLIGENCE OF ANY PARTY OR PARTICIPANT, INCLUDING THE **RELEASEES (as defined below)**. **Initials** \_\_\_\_\_

5. Release/Indemnity. As consideration for being permitted by SCORE International, SRL to participate in or attend the Event and Related Activities and use of the facilities:

(A) I hereby agree that I, my assigns, spouse, heirs, beneficiaries, agents, guardians, legal representatives, team members, staff, family and individuals affiliated with my race efforts will not make any claim against, sue, or attach the property of SCORE International, SRL, Promote Mexico, LLC, dba SCORE International, and each of their officers, directors, managers, employees, shareholders, members, volunteers, agents, assigns, contractors, insurers, representatives, predecessors, successors, licensors, licensees, parents, subsidiaries and **Affiliates (as defined below)** (hereinafter referred to collectively as “**Releasees**”) for any injury or damage resulting from the negligence or other acts, howsoever caused, by any of the Releasees as a result of my participation in the Event and Related Activities, associated functions and use of the facilities. I hereby agree to release, discharge, defend, indemnify and hold Releasees harmless from all liability, actions, claims, demands, charges, expenses, attorney’s fees of any nature that I, my assignees, spouse, heirs, beneficiaries, agents, guardians, legal representatives, team members, staff, family and individuals affiliated with my race efforts now have or may hereafter have for injury or damage resulting from, related to or connected with my participation in the Event and Related Activities, associated functions and use of the facilities. For purposes of this Agreement, the term “**Affiliates**” shall include the other participants, drivers, co-drivers, race teams, sponsors, co-sponsors, sanctioning bodies, landowners, vehicle owners, lessors and leasees of any entity or person that provided property (tangible or intangible) or real estate for the Event and Related Activities.

**Initials** \_\_\_\_\_

(B) In the event that I may record or cause to be recorded any portion of the Event or the Related Activities, I expressly agree that as consideration for permission to make any such recordings, I will promptly deliver a copy of such recordings to SCORE International or their authorized representative. I understand that I may only use such recordings that I make or cause to be made for my own personal, and non-commercial purposes, and that if I wish to use or license such recordings for any commercial purpose whatsoever, I must obtain the express written permission of SCORE International or their authorized representative which permission may be withheld in SCORE’s sole discretion.

**Initials** \_\_\_\_\_

(C) I grant to SCORE International or their authorized representative, the non-exclusive right and license to use any recordings I may make, or cause to be made, and further to record, film, photograph, tape and otherwise capture and reproduce in any manner my name, voice, likeness and appearance at the Event and Related Activities, and the right and license to use any biographical material that I might furnish. All images and sound captured on tape or otherwise shall be referred to as the recordings (the “Recordings”).

**Initials** \_\_\_\_\_

(D) I agree that SCORE International or their authorized representative, shall (i) own all rights in the Recordings, (ii) have the right to use the Recordings, in whole or in part, in any manner or media (whether now existing or created in the future), in perpetuity, and in all languages, throughout the universe, and (iii) be entitled to use the Recordings as they deem appropriate, including, without limitation, for promotion and publicity purposes. “Media” for purposes of this Personal Release shall include by way of illustration only: television broadcasts and rebroadcasts, newspapers, magazines, books (both paper and electronic), Internet, videotapes, CDs, DVDs, and electronic databases. I waive (i) the right to inspect or approve of any use of the Recordings, (ii) any rights to injunctive relief I may have in connection with this Waiver, (iii) the right to revoke this Waiver, and (iv) any other rights I may have in the Recordings.

**Initials** \_\_\_\_\_

(E) I agree that no sum shall be due to me for execution of this Waiver and SCORE International or their authorized representative shall not be obligated to pay me or any third party any sum whatsoever, regardless of the time or method of any future use of the Recordings.

**Initials** \_\_\_\_\_

6. Advertising Release. In consideration for attendance and/or entry, which the parties agree is adequate consideration, the vehicle owner, driver/rider of record, co-drivers/co-riders, and all persons associated with the race team and sponsors agree to permit SCORE International, SRL, Promote Mexico, LLC, dba: SCORE International, and its assigns at no fee whatsoever, payable now or at any time in the future, to use their names, image, voice,



likeness and pictures of themselves, their teams and of their vehicles for publicity, advertising and endorsements (including without limitation publications, television and movies) both before and after the Event and Related Activities and do hereby relinquish all rights to the Recordings and give their permission to publish, sell or otherwise dispose of the Recordings, whether obtained directly or indirectly, from on-board, ground or aerial cameras or otherwise as SCORE International, SRL; Promote Mexico, LLC, dba: SCORE International, desires, with all advertising rights reserved for those entities and their assigns as they see fit. **Initials** \_\_\_\_\_

7. Knowing Voluntary Execution, Severability. I, ALONG WITH THE OTHER DRIVERS OR CO-DRIVERS LISTED ON THIS ENTRY HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. WE ARE AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN OURSELVES AND RELEASEES TO INCLUDE SCORE INTERNATIONAL, SRL; PROMOTE MEXICO, LLC; DBA SCORE INTERNATIONAL AND SIGN IT OF OUR OWN FREE WILL. If any provision herein, or part thereof, is found to be unenforceable or illegal, the remaining provisions, or parts thereof, shall remain in full force and effect. **Initials** \_\_\_\_\_

**I declare that the driver or co-drivers listed on this entry application possesses the standard of competence necessary and is physically fit for any event of this type for which this entry relates and that the vehicle entered is road worthy and suitable for this Event and Related Activities.**

**Vehicle Number** \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME OF PARTICIPANT, ("Driver of Record")      SIGNATURE OF PARTICIPANT, ("Driver of Record")      Date \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME OF PARTICIPANT #2      SIGNATURE OF PARTICIPANT #2      Date \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME OF PARTICIPANT #3      SIGNATURE OF PARTICIPANT #3      Date \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME OF PARTICIPANT #4      SIGNATURE OF PARTICIPANT #4      Date \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME OF PARTICIPANT #5      SIGNATURE OF PARTICIPANT #5      Date \_\_\_\_\_

=====

BEFORE Me, a Notary Public, personally appeared \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_,

\_\_\_\_\_ who acknowledged that he/she did sign the foregoing General Waiver, Release

and Indemnification Agreement and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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