



## Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

U.S. Department of Energy Solar Decathlon 2015, Irvine, California, Orange County Great Park,  
September 27 - October 23, 2015  
EVENT

The U.S. Department of Energy Solar Decathlon challenges collegiate teams to design, build, and operate solar powered houses that are cost-effective, energy-efficient, and attractive. Teams will participate in 10 contests including Architecture, Market Appeal, Engineering, Communications, Affordability, Comfort Zone, Appliances, Home Life, Commuting, and Energy Balance.

IN CONSIDERATION of being permitted to participate in any way in the EVENT, and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined as any area which requires special authorization, credentials or permission to enter, or any area to which admission by the general public is restricted or prohibited), I for myself, personal representatives, and assigns, agree:

- 1) I know the nature of the EVENT and believe that I am qualified to participate in the EVENT.
- 2) Acknowledging that this document is to provide me with notice of possible outcomes, I UNDERSTAND that: (a) THE ACTIVITIES OF THE EVENT COULD BE DANGEROUS and participation in the EVENT and/or entry into RESTRICTED AREAS could involve, **BUT NOT BE LIMITED TO**, PROPERTY LOSS, AND/OR RISKS AND DANGERS OF SERIOUS BODILY INJURY ("RISKS"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the EVENT, the rules of the EVENT, the condition and layout of the premises and equipment, transportation, or THE ACTIONS OR INACTIONS OF THE "RELEASEES" identified in Paragraph 4 below; (c) there may be OTHER RISKS NOT KNOWN TO ME, or that are not readily foreseeable at this time.
- 3) Having read the previous paragraphs, I know, understand and appreciate that these risks are inherent in the EVENT, and with such knowledge, I consent to participate in the EVENT and/or entry into RESTRICTED AREAS and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE "RELEASEES" identified below.
- 4) I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, sanctioning organizations or any subdivision thereof, officials, rescue personnel, any persons in any RESTRICTED AREA, sponsors, officers, employees, agents, owners and lessees of the premises used to conduct the EVENT, to include, but not be limited to the National Renewable Energy Laboratory, Alliance for Sustainable Energy, LLC and its two member organizations, the U.S. Department of Energy, City of Irvine and its Officers, Employees, Agents, Volunteers and Representatives; Orange County Great Park Corporation as well as premises or EVENT inspectors, surveyors, underwriters, consultants, volunteers and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT, and each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "RELEASEES," from all liability to me, my personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE "RELEASEES."
- 5) If, despite this release, I, or anyone on my behalf, makes a claim against any of the UNNAMED RELEASEES in Paragraph 4 above, I agree to indemnify, save and hold harmless the National Renewable Energy Laboratory, Alliance for Sustainable Energy, LLC and its two member organizations, the U.S. Department of Energy, City of Irvine and its Officers, Employees, Agents, Volunteers and Representatives; Orange County Great Park Corporation and each of them, their directors, officers, agents, and employees, from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THAT MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE UNNAMED RELEASEES.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

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Signature of Participant

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Date

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Printed Name of Participant

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Witnessed

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Date

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Printed Name of Witness

Team Member (including Faculty Advisors, Decathletes and Team Crew) ☐ Team Name \_\_\_\_\_

Organizer (including Jury Members and Observers) ☐ Staff (including DOE Members and Subcontractors) ☐ Media ☐