

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

Solar Decathlon, Washington, D.C. National Mall October 2nd – October 23rd, 2007
EVENT

The Solar Decathlon is a student competition to design the most effective solar-powered house. Teams will participate in 10 events including Architecture, Engineering, Market Viability, Communications, Comfort Zone, Appliances, Hot Water, Lighting, Energy Balance and Getting Around.

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” named in Paragraph 4 immediately following; (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” names 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 lessors of the premises used to conduct the EVENT, to include, but not be limited to the National Renewable Energy Laboratory, Midwest Research Institute, the U.S. Department of Energy, 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, Midwest Research Institute, the U.S. Department of Energy, and each of them 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.

Signature of Participant	Date	Printed Name of Participant
Witnessed	Date	Printed Name of Witness