

2010 TECATE SCORE BAJA 500 WAIVER OF LIABILITY & INDEMNITY CONTRACT PLEASE READ CAREFULLY

I UNDERSTAND THAT IN CONSIDERATION AND EXCHANGE FOR, AND AS A CONDITION TO MY PARTICIPATION IN THE 2010 TECATE SCORE BAJA 500 OFF-ROAD RACE ACTIVITIES, I KNOWINGLY AND FREELY RELEASE AND INDEMNIFY SCORE INTERNATIONAL ("SCORE"), TECATE BEER, RED BULL, MICHELIN TIRE COMPANY, SUNOCO RACE FUELS, COCA-COLA, AND ALL OTHER SCORE SPONSORS, FROM ALL RESPONSIBILITY TO ME, MY HEIRS, EXECUTORS AND ASSIGNS FOR ANYTHING THAT OCCURS DURING THE RACE. IT IS MY INTENTION THAT THIS RELEASE AND INDEMNIFICATION EXTEND TO MY PARTICIPATION IN THE RACE, USE OF ANY AND ALL EVENT RELATED FACILITIES, INCLUDING BUT NOT LIMITED TO, MY USE OF THE RACE COURSE DURING THE EVENT AND PRE-RUNNING OF THE RACE COURSE PRIOR TO THE EVENT.

I ACKNOWLEDGE THAT BY SIGNING THIS WAIVER OF LIABILITY & INDEMNITY CONTRACT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY SCORE, AS THE ORGANIZER OF THIS EVENT, AND ALL SCORE SPONSORS, AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, CLUBS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO THE RACE AND ALL ACTIVITIES ENTERED AT THE EVENT, REGARDLESS WHETHER OR NOT LISTED ABOVE. I HAVE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

I UNDERSTAND AND ACKNOWLEDGE THAT OFF-ROAD RACING IS AN INHERENTLY DANGEROUS ACTIVITY AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN THIS EVENT. I ALSO UNDERSTAND THAT BY PARTICIPATING IN THE RACE AND PRE-RUNNING ACTIVITIES, I AM EXPOSING MYSELF TO THE POSSIBILITY OF SERIOUS INJURY OR EVEN DEATH TO MY PERSON AS WELL AS DAMAGE TO MY PROPERTY. I KNOWINGLY AND VOLUNTARILY ACCEPT THESE STATED RISKS AND FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION.

I HEREBY FOR MYSELF, MY HEIRS, EXECUTORS, ASSIGNS, AS WELL AS MY SPONSORS OR ANY AFFILIATED COMPANY WITH WHOM I HAVE ANY BUSINESS RELATIONSHIP, AGREE WITH SCORE AS FOLLOWS:

I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE THE RELEASEES THEIR OFFICERS, AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND EVERY CLAIM OR RIGHT OF ACTION OF ANY KIND OR NATURE, INCLUDING CLAIMS ARISING FROM THE RELEASEES OWN NEGLIGENCE, WHICH ARISES OUT OF OR RESULTS FROM MY PARTICIPATION IN THIS RACING EVENT. I ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS SCORE AND ALL SCORE SPONSORS FROM ALL SUCH CLAIMS OR RIGHTS OF ACTION, AS WELL AS COSTS, LOSS OR EXPENSE IN ANY WAY RELATED TO OR ARISING OUT OF THOSE CLAIMS OR RIGHTS OF ACTION, INCLUDING ATTORNEY FEES.

IT IS MY INTENTION THAT THIS WAIVER OF LIABILITY & INDEMNITY CONTRACT SHALL COVER ANY CLAIM OR DEMAND FOR INJURY TO OR DEATH OF ANY PERSON, OR ANY DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, OR ANY CLAIM OR DEMAND OF ANY KIND OR NATURE WHATSOEVER INCLUDING BUT NOT LIMITED TO, INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, ANY DAMAGE TO MY REPUTATION, BUSINESS, OR BUSINESS RELATIONSHIPS WHICH MAY ARISE OUT OF ANY ACTS OR OMISSIONS OF SCORE, ITS OFFICERS, AGENTS, OFFICIALS AND EMPLOYEES, EVEN IF SAID ACT OR OMISSION WOULD BE CONSIDERED NEGLIGENT UNDER APPLICABLE CIRCUMSTANCES.

BY SIGNING THIS WAIVER OF LIABILITY & INDEMNITY CONTRACT, I DO NOT RELEASE ANYONE FROM ANY DAMAGE I SUFFER FROM INTENTIONAL ACTS DESIGNED TO HARM EITHER ME OR MY PROPERTY. HOWEVER, I DO KNOWINGLY RELEASE SCORE AND ALL SCORE SPONSORS FROM LIABILITY THAT MIGHT BE IMPOSED ON THEM BY LAW FOR SUCH ACTS OF THEIR OFFICERS, AGENTS, OFFICIALS AND EMPLOYEES THAT HAVE NOT BEEN DIRECTED, ADOPTED OR RATIFIED BY AN OFFICER OR DIRECTOR OF SCORE.

I DECLARE THAT I HAVE READ THIS WAIVER OF LIABILITY & INDEMNITY CONTRACT AND FULLY UNDERSTAND THAT NO OFFICER, AGENT, OFFICIAL OR EMPLOYEE OF SCORE IS AUTHORIZED TO VARY ANY TERM OR PROVISION OF THIS AGREEMENT. I EXPRESSLY AGREE NOT TO RELY ON ANY SUCH VARIANCE OR REPRESENTATION IF ANY IS MADE. I FURTHER REPRESENT THAT THE DRIVER/RIDER AND CO-DRIVERS/CO-RIDERS LISTED ON THIS ENTRY FORM POSSESS THE STANDARD OF COMPETENCE NECESSARY AND ARE PHYSICALLY FIT TO COMPETE IN THIS OFF-ROAD EVENT. I FURTHER REPRESENT THAT THE VEHICLE ENTERED IS ROADWORTHY AND SUITABLE FOR PARTICIPATION IN THIS EVENT.

I CERTIFY THAT I HAVE READ THE 2006-2010 SCORE RULEBOOK AND THAT I UNDERSTAND AND SHALL COMPLY WITH ALL RULES CONTAINED THEREIN. I FURTHER CERTIFY THAT I HAVE READ AND WILL COMPLY WITH ALL SUPPLEMENTAL AND/OR AMENDED RULES BULLETINS SPECIFICALLY PUBLISHED FOR THIS EVENT. I FURTHER CERTIFY THAT I HAVE VIEWED THE SCORE WEBSITE FREQUENTLY IN ORDER TO OBTAIN THE SUPPLEMENTAL AND/OR AMENDED RULES BULLETINS SPECIFICALLY PUBLISHED FOR THIS EVENT.

I SPECIFICALLY AGREE THAT SCORE'S INTERPRETATION OF RULES, DECISIONS ENFORCING RULES, INTERPRETATION OF PENALTIES IN CONNECTION WITH ENFORCEMENT OF RULES, TIMING OF EVENTS AND DECISIONS AS TO WINNERS AND PLACEMENT POSITIONS SHALL BE FINAL AND NOT SUBJECT TO PROTEST OF ANY KIND. NO DECISION OF SCORE WITH RESPECT TO RACE RESULTS MAY BE CHALLENGED BY LITIGATION OR OTHERWISE. I UNDERSTAND THAT ANY STATEMENTS MADE BY ME OR ANYONE ACTING ON MY BEHALF WHICH CHALLENGES THE INTEGRITY OF SCORE'S DECISION WITH RESPECT TO RACE RESULTS WILL CAUSE IRREPARABLE HARM TO SCORE'S BUSINESS REPUTATION AND SUBJECT ME TO DAMAGES UNDER APPLICABLE LAW.

THERE IS ALWAYS THE POSSIBILITY THAT WEATHER CONDITIONS OR OTHER ACTS OF GOD COULD CAUSE SCORE TO POSTPONE OR CANCEL THE EVENT. SCORE RETAINS THE RIGHT TO DELAY THIS EVENT FOR A PERIOD OF 24 HOURS.

ADVERTISING RELEASE: THE VEHICLE OWNER, DRIVER/RIDER OF RECORD, CO-DRIVERS/CO-RIDERS, AND ALL PERSONS ASSOCIATED WITH THE RACE TEAM AGREE TO PERMIT SCORE INTERNATIONAL AND ITS ASSIGNS AT NO FEE WHATSOEVER, NOW OR AT ANY TIME IN THE FUTURE, TO THE USE OF THEIR NAMES AND PICTURES OF THEMSELVES AND OF THEIR VEHICLES FOR PUBLICITY, ADVERTISING AND ENDORSEMENTS (INCLUDING PUBLICATIONS, TELEVISION AND MOVIES) BOTH BEFORE AND AFTER THE EVENTS AND DO HEREBY RELINQUISH ALL RIGHTS TO ANY PICTURES AND VIDEO TAKEN IN CONNECTION WITH THIS EVENT AND GIVE THEIR PERMISSION TO PUBLISH, SELL OR OTHERWISE DISPOSE OF SAID PICTURES AND VIDEO AS SCORE SO DESIRES, WITH ALL ADVERTISING RIGHTS RESERVED BY SCORE.

**MUST BE SIGNED BY ALL DRIVERS/RIDERS AND CO-DRIVERS/CO-RIDERS
AT RACE REGISTRATION IN ENSENADA**
