(San Felipe 250; Baja 500; Baja 400; Baja 1000)

ALL INCLUSIVE – EVENT AND RELATED ACTIVITIES
GENERAL WAIVER, RELEASE, CONSENT, INDEMNIFICATION AGREEMENT AND CONTRACT

CONTROLLED ACCESS AREA

THIS IS A LEGALLY BINDING WAIVER OF LIABILITY, RELEASE, EXPRESS ASSUMPTION OF RISK, INDEMNIFICATION AGREEMENT, AND CONTRACT (hereinafter referred to as the "Waiver"). **Please read the Waiver carefully. Your signature indicates you have read and understood the terms of this Wavier and agree to be bound by it.**

1. Voluntary Participation. The undersigned, being eighteen (18) years old or older acknowledge that I have voluntarily planned on attending in a personal and/or professional capacity or in some other capacity at least one of the annual SCORE off road racing events which include the **San Felipe 250, BAJA 500, Baja 400 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 attend the pre-running of the course, time trials and other preparatory and post-race activities (the "**Event and Related Activities**"). I will ensure I and all staff, family or others that accompany me and individuals affiliated with my attendance are adequately trained, comply with the law, proceed with caution, have reviewed and understood the SCORE Rulebook, Racer Guide, Race Information, penalty bulletin, electronic communications, 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.

2. Acknowledgement of Ultrahazardous Activity. I understand, acknowledge and am aware that off-road racing may be a dangerous activity in which a participant at or near the Event and Related Activities 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 and being in close vicinity to the off-road vehicles at contingency, the start/finish line and elsewhere include, but are not limited to: (a) individuals being run over, knocked over, thrown or dragged by an automobile, tool or other piece of equipment; (b) individuals being involved in slips, falls, collisions or contacts with other attendees, participants, officials, spectators, course workers, staff, volunteers, 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) an individual's bodily parts being lodged or caught in automobile mechanisms, ropes, wires, hoses, or other equipment; (d) an individual 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) an individual's hearing being temporarily or permanently impaired due to the high levels of noise; (f) individuals being injured as a result of hyperventilation, dehydration, heart attack or panic, due to the physically strenuous activities; (g) exposure to virus or disease to include without limitation the Coronavirus Disease ("COVID"); (h) 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; (i) 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.

3. Assumption of Risk. I PERSONALLY AND VOLUNTARILY ASSUME ALL INHERENT RISKS, WHETHER FORESEEN OR UNFORESEEN, IN CONNECTION WITH MY ATTENDANCE AT 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 ATTENDING THE EVENT AND RELATED ACTIVITIES, INCLUDING THE RISK OF NEGLIGENCE OF ANY PARTY OR PARTICIPANT, INCLUDING THE **RELEASEES (as defined below)**.

4. Release/Indemnity. As consideration for being permitted by SCORE International S de R.L. de C.V. ("**SCORE International**") to participate in or attend the Event and Related Activities and use of the facilities:

(A) I hereby agree that I, my assignees, heirs, guardians, legal representatives, course workers, staff, family, sponsor or company for which I am participating or attending the Event and Related Activities, and individuals affiliated or entities with my efforts (collectively, the "**Releasors**"), will not make any claim against, sue, or attach the property of SCORE International, Promote Mexico, LLC, dba SCORE Marketing ("**Promote Mexico**"), 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 or omissions, howsoever caused, by any person or entity, including the Releasees, that arises out of, is related to, or connected with the Event and Related Activities, associated functions and use of the facilities. I, personally and on behalf of the Releasors, to the fullest extent permitted by law, hereby agree to release, discharge, defend, indemnify and hold Releasees harmless from and against any and all liability, actions, claims, demands, charges, expenses, attorney's fees of any nature, including death or injury resulting therefrom, losses, damages, expenses (including, without limitation, reasonably attorneys' fees and defense costs), payments, recoveries and judgments connected therewith, arising out of or caused in any manner by the acts or omissions of the undersigned, the Releasors, the Releasees, and/or any third-party. The undersigned shall, at their/its own expense, defend any and all actions brought against the Releasees based upon any of the foregoing, using counsel chosen by the Releasees, and shall pay all reasonable attorneys' fees and other expenses, and promptly discharge any judgments, settlements or compromises arising therefrom. 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.

(B) In the event that I may photograph, video record, video live stream, or cause to be photographed, video recorded or video live streamed (the "**Recordings**") 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 or affiliate. 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, including, but not limited to, paid advertising, sponsor use, commercial broadcasts, live streams or sponsored broadcasts, or live streams, I must obtain the express written permission of SCORE International or their authorized representative which permission may be withheld in SCORE's sole discretion.

(C) I grant to SCORE International or their authorized representative or affiliate the right to install on or in the race or team vehicle equipment to include cameras, antennas and related equipment to allow video live stream or other forms of recording and broadcasting allowing footage to be captured inside and outside of the vehicle together with the non-exclusive right and license to use any such recordings broadcasting together with those I may make, or cause to be made on my own, 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.

(D) I agree that SCORE International or their authorized representative or affiliate, 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.

(E) I agree that no sum shall be due to me for execution of this Waiver and SCORE International or their authorized representative or affiliate 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.

5. Advertising Release. I understand that there will be media, private, public and commercial photography, audio and videography at and around the Event and Related Activities. In consideration for allowing me to attend and/or enter the location(s) of the Event and Related Activities, which the parties agree is adequate consideration, I and all persons and entities associated with me agree to permit SCORE International, Promote Mexico, their successors, licensees and assigns, for no fee whatsoever, payable now or at any time in the future, to use my and their names, images, voices, likenesses and pictures of myself and any and all subjects which I may have covered and obtained for publicity, advertising and endorsements (including without limitation publications, television and movies) as well as other footage or property which came into my possession 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 and/or Promote Mexico desires, with all advertising rights reserved for those entities and their assigns as they see fit.

6. Knowing Voluntary Execution, Severability, Governing Law, Jurisdiction. I, ALONG WITH THE OTHER SIGNATORIES LISTED ON THIS WAIVER AND RELEASE 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 AND PROMOTE MEXICO, 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. Any and all claims, disputes or actions arising out of, connected with or related to this Waiver and/or the Event and Related Activities shall be governed exclusively by the laws of Baja California, Mexico, without regard to conflict of law principles, and the Parties hereto submit to the exclusive jurisdiction of Baja California, Mexico.

I have read this Waiver. I fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without inducement

(SEPARATE MINOR RELEASE FORM MUST ALSO BE SIGNED BY PARENT OR LEGAL GUARDIAN IF UNDER 18) Attach the following signed document:

o **Minor Addendum (persons under 18 years of age)**

Vehicle Number _____ **Affiliation _____**

Name – Please Print Clearly	Signature	DOB	Age	Todays Date
1)				
2)				
3)				
4)				
5)				