

PARTICIPATION AGREEMENT

In consideration of my (or my child's) being permitted to enter and participate in the Appalachian State University ("ASU" or the "Sponsor"), / Google - NC Gravity Games, also referred to as the "Lenoir Soapbox Derby April 29, 2023" taking place on April 29, 2023 in Lenoir, North Carolina (the "Competition") sponsored by ASU, including all activities described below and in the Official Rules for the Competition set forth as Exhibit A, as updated and amended from time to time and made available at the Competition's website at <http://www.ncgravitygames.com/rules>, (the "Official Rules"), I agree as follows:

1. I have carefully read and understand the Official Rules and will comply (or cause my child to comply) with all requirements of the Official Rules and of the Sponsor, or the Sponsor's designees and assistants provided to assist ASU with the Competition, including but not limited to personnel provided by Google Inc. ("Google") and the members of the Judging Committee and of the Safety Committee (as those terms are defined in the Official Rules).
2. I (or my child) will comply with all instructions and directions of Competition officials and staff before, during, and after participation in the Competition. In the event of noncompliance with the Official Rules or of the terms of this Participation Agreement (this "Agreement"), the opportunity to compete will be terminated and/or any prize won in the Competition will be forfeited.
3. I understand, acknowledge and agree that the Competition is a gravity-powered downhill racing competition, including the design, construction and competition in cars which meet specified safety and design standards, and that practice for and competition in the Competition may be physically demanding and risky, and that such practice and participation may lead to physical injury or death, or property damage or other loss.
4. I hereby certify that I am (or my child is) physically capable of participating in the Competition and that I have been encouraged to consult my (or my child's) health care provider prior to engaging in Competition training, practice, and competition.
5. Understanding the potential risks inherent in the Competition's training, practice, and competition. I (for myself or on behalf of my child) assume sole and full responsibility for my (or my child's) safety during practice for and participation in the Competition.
6. I understand the possible risks and dangers to life, body, and property associated with my (or my child's) preparation for and participation in the Competition, including the dangers of strenuous exercise, excessive fatigue, collisions, and other occurrences and conditions, and I (or my child) participate(s) voluntarily in the Competition and practice for the Competition in reliance upon my own judgment and my ability (or my child's) ability.

7. I assume (for myself or my child) all risk of personal injury, death, and property damage or loss from any cause whatsoever, including, but not limited to, my (or my child's) own conduct, the failure of anyone to enforce rules and regulations or inspect equipment or facilities, and the conduct of anyone else.
8. I release and will indemnify, defend and save harmless Appalachian State University, The University of North Carolina, the State of North Carolina, Google Inc. and their respective affiliates, directors, officers, trustees, agents, and employees from any and all liabilities, losses, costs, damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorneys' fees, arising or claimed to have arisen out of personal injuries or death, or property damage or loss, sustained by me (or my child) as a result of any cause whatsoever, including but not limited to, my (or my child's) own conduct, negligence or other misconduct on the part of Appalachian State University, the State of North Carolina or Google Inc. and their respective affiliates, directors, officers, trustees, agents, or employees, or those injuries or property damage sustained by others as a result of my (or my child's) own negligence or intentional acts, during my (or my child's) practice for or participation in the Competition (including any travel to and from the Competition site and further including my (or my child's) stay in accommodations related to participation in the Competition.
9. I certify that I am at least eighteen (18) years of age, or, if I am not at least eighteen (18) years of age that my parent or legal guardian has executed this Agreement, that I am (or my child is) medically and mentally sound and physically fit to participate in all training, practice and other activities that are part of the Competition, and I am competent to enter into this waiver and release Agreement.
10. I further certify that no oral promise, agreement, warranty or representation concerning safety or liability or other legal issues has been made to me regarding participation in this Competition, and that I have been encouraged to consult with my own attorney prior to signing this Agreement.
11. I understand that if I (or my child) win any prize in connection with the Competition, I am solely responsible for any taxes or expenses incurred in claiming or using the prize, and I acknowledge that neither Sponsor nor Google make any representation to me as to the fitness or suitability of the prize for any purpose, and neither Sponsor nor Google offers any manufacturer's warranty on prizes not manufactured by Sponsor or Google.
12. I understand that this Agreement is governed by the laws of the State of North Carolina [signatures pages follow on subsequent pages]

[SIGNATURE PAGE FOR ONLY FOR PARTICIPANTS OVER THE AGE OF 18]

SIGNATORY MUST SIGN AND COMPLETE ALL INFORMATION BELOW FOR THEMSELF AS THE PARTICIPANT.

I HAVE READ AND UNDERSTAND THIS PARTICIPATION AGREEMENT AND I UNDERSTAND AND AGREE THAT IT WILL LEGALLY BIND ME AND MY ESTATE, AND I SIGN IT VOLUNTARILY.

Signature of Participant who is over the age of 18

Full Legal (Printed) Name

Date

Address of residence (No P.O. Boxes) of signatory

[SIGNATURE PAGE FOR ONLY FOR PARTICIPANTS UNDER THE AGE OF 18]

SIGNATORY MUST SIGN AND COMPLETE ALL INFORMATION BELOW FOR THEMSELF. THE PARENT OR LEGAL GUARDIAN OF THIS PARTICIPANT MUST ALSO SIGN AND COMPLETE THE FOLLOWING SIGNATURE PAGE ON BEHALF OF THEMSELF AS THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT SIGNING THIS SIGNATURE PAGE.

I HAVE READ AND UNDERSTAND THIS PARTICIPATION AGREEMENT AND I UNDERSTAND AND AGREE THAT IT WILL LEGALLY BIND ME AND I SIGN IT VOLUNTARILY.

Signature of Participant who is under the age of 18

Full Legal (Printed) Name

Date

Address of residence (No P.O. Boxes) of signatory

[SIGNATURE PAGE ONLY FOR PARENT OR LEGAL GUARDIAN OF PARTICIPANTS UNDER THE AGE OF 18]

SIGNATORY MUST SIGN AND COMPLETE ALL INFORMATION BELOW FOR THEMSELF AS THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT. THE PARTICIPANT UNDER THE AGE OF 18 MUST ALSO SIGN AND COMPLETE THE FOLLOWING SIGNATURE PAGE ON BEHALF OF THEMSELF.

I HAVE READ AND UNDERSTAND THIS PARTICIPATION AGREEMENT AND I UNDERSTAND AND AGREE THAT IT WILL LEGALLY BIND ME AND MY ESTATE (AND/OR MY CHILD), AND I SIGN IT VOLUNTARILY.

Signature of parent or legal guardian

Full Legal (Printed) Name

Date

Address of residence (No P.O. Boxes) of signatory

Relationship to Participant, if signing on behalf of a Participant under the age of 18 (e.g. "Mother", "Father", "Legal Guardian").