



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

ALL INCLUSIVE – EVENT AND RELATED ACTIVITIES

GENERAL WAIVER, RELEASE, CONSENT, INDEMNIFICATION AGREEMENT AND CONTRACT

Aircraft and Unmanned Aircraft Systems (Drones)

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 Waiver and agree to be bound by it.

1. Voluntary Participation. I, (a pilot/co-pilot or an operator of an Unmanned Aircraft System (Drones)) being eighteen (18) years old or older acknowledge that I voluntarily plan 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 pilots, co-pilots, drone operators, staff, family, or that are accompanying me and individuals affiliated with my efforts are adequately trained, comply with the law, proceed with caution, reviewed and understood the SCORE Rulebook, the racer brief, penalty bulletin, 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.

Initials _____

2. Acknowledgement of Ultrahazardous Activity. I understand, acknowledge and am aware that off-road racing and the operation of an aircraft or drones at or near the Event and Related Activities may be a dangerous activity in which a person may suffer serious bodily, psychological, and neurological injury or death or cause injury to another’s person or property. The possible risks include, but are not limited to: (i) mechanical failure, explosions and/or collisions in the air or on/with the ground; and, to the extent I am on the ground at or near the Event and Related Activities: (a) the person being run over, knocked over, thrown or dragged by an automobile, tool or other piece of equipment; (b) the person being involved in slips, falls, collisions or contacts with other persons, participants, officials, spectators, 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) the persons bodily parts being lodged or caught in automobile mechanisms, aircraft mechanisms, drone mechanisms, ropes, wires, hoses, or other equipment; (d) the person 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) the person’s hearing being temporarily or permanently impaired due to the high levels of noise; (f) the person 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.

Initials _____

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)**.

Initials _____

4. Release/Indemnity. As consideration for being permitted by, SCORE International S de RL de Cv. 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, co-pilots/on board support personal/guests/clients, staff, family, sponsor or company for which I am participating or attending and individuals affiliated with my efforts will not make any claim against, sue, or attach the property of, SCORE International S de RL de Cv., Promote Mexico, LLC, dba SCORE Marketing and each of their officers, directors, managers, employees, shareholders, members, volunteers, agents, assigns, contractors, insurers, representatives, predecessors, successors, licensors, licensees, parents, subsidiaries, and individuals that Rev. 03.02.21 WAIVER, RELEASE, CONSENT, INDEMNIFICATION AGREEMENT & CONTRACT– AIRCRAFT/DRONE USAGE
Page 1 of 4



provide rescue services to SCORE, myself, or teams I support, and **Affiliates (as defined below)** (hereinafter referred to collectively as “**Releasees**”) for any injury or damage resulting from the negligence or other acts, howsoever caused, by any of the Releasees as a result of my participation in the Event and Related Activities, associated functions and use of the facilities. I hereby agree to release, discharge, defend, indemnify and hold Releasees harmless from all liability, actions, claims, demands, charges, expenses, attorney’s fees of any nature that: (i) I, my assigns, spouse, heirs, beneficiaries, agents, guardians, legal representatives, staff, family, sponsor or company for which I am participating or attending and individuals affiliated with my efforts now have or may hereafter have for injury or damage resulting from, related to or connected with my attendance at the Event and Related Activities, associated functions and use of the facilities; or, (ii) a third party may bring against Releasees that arises out of, is connected with or related to my participation in the Event or Related Activities. 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. **Initials**_____

(B) In the event that I may record or cause to be recorded 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, I must obtain the express written permission of SCORE International or their authorized representative or affiliate which permission may be withheld in SCORE’s sole discretion. **Initials**_____

(C) I grant to SCORE International or their authorized representative or affiliate, 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. All images and sound captured on audiotape, videotape or otherwise shall be referred to as the recordings (the “Recordings”). **Initials**_____

(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. **Initials**_____

(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. **Initials**_____

5. Advertising Release. I understand that there will be media, private, public and commercial photography, audiotape 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 S de RL de Cv., Promote Mexico LLC, dba: SCORE Marketing, 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 any and all of SCORE International S de RL de Cv.; Promote Mexico, LLC, dba: SCORE Marketing, desires, with all advertising rights reserved for those entities and their assigns as they see fit. **Initials**_____

6. Knowing Voluntary Execution, Severability, Governing Law, Jurisdiction
 I, ALONG WITH THE OTHER ATTENDEES AND PERSONS 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 INTERNATIONALS de RL De Cv.; PROMOTE MEXICO, LLC; DBA SCORE MARKETING 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, the Event and Related Activities shall be governed exclusively by the laws of Baja California, Mexico and the Parties hereto submit to the exclusive jurisdiction of Baja California, Mexico. **Initials** _____

7. AIRCRAFT/UNMANNED AIRCRAFT SYSTEMS (DRONES) RULES. I have reviewed the SCORE Aircraft/Unmanned Aircraft Systems (Drones) policy in the SCORE Rulebook, General Regulations, GL 8, also posted on the SCORE Website/Race Info/Safety Guide/Aircraft/Unmanned Aircraft Systems (Drones) rules and hereby acknowledge I have read and understand the information provided and I have or will attend the safety meeting(s) for each race in which I participant. **Initials** _____

PRINT NAME OF PILOT OR DRONE OPERATOR #1 SIGNATURE OF PILOT/ DRONE OPERATOR #1 _____
Date

PRINT NAME OF PILOT OR DRONE OPERATOR #2 SIGNATURE OF PILOT/ DRONE OPERATOR #2 _____
Date

PRINT NAME OF PILOT OR DRONE OPERATOR #3 SIGNATURE OF PILOT/ DRONE OPERATOR #3 _____
Date

PRINT NAME OF PILOT OR DRONE OPERATOR #4 SIGNATURE OF PILOT/ DRONE OPERATOR #4 _____
Date

PRINT NAME OF PILOT OR DRONE OPERATOR #5 SIGNATURE OF PILOT/ DRONE OPERATOR #5 _____
Date

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BEFORE Me, a Notary Public, personally appeared _____,
_____, _____, _____,
_____, _____, _____,

who acknowledged that he/she did sign the foregoing General Waiver, Release and Indemnification Agreement and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on this _____ day of _____, 20__.

Notary Public



Rule GL 8 is excerpt from current SCORE rule book.

GL 8 A mandatory pilot and Unmanned Aircraft System (UAS) Operator meeting or conference call will be held before each event at a specified location, date and time. (Refer to event schedule.) Participation in the meeting and signing of waivers is mandatory or no operating privileges will be granted. The aircraft or UAS (Drone) pilot must complete a SCORE Aircraft Registration & Requirements document and provide a Certificate of Liability naming SCORE International S de RL de Cv., and Promote Mexico, LLC dba SCORE Marketing as additionally insured. Request an Aircraft Registration and Requirements form by emailing Aircraft@SCORE-International.com, or go to the SCORE website / Race Info / select race logo / select / Aircraft Registration.

All support aircraft, fixed wing or rotary, must register with SCORE **two (2) weeks** prior to the start of the event. The registration must include aircraft tail number, pilot name and license number, insurance company name and policy number, and the frequency the aircraft will be using for radio support. All aircraft must monitor, respond to, and announce their location on air-to-air frequency 122.750 while in the airspace of the race course. In case of an emergency, SCORE will monitor 122.750 MHz while the SCORE Rescue Helicopter is in the air, otherwise SCORE uses 151.625 MHz as its race operations frequency.

All UAS (Drone) operators must register with SCORE **two (2) weeks** prior to the start of the event and must attend the mandatory meeting. The registration must include the FAA License number or Mexico Permit number. Include the make, model, serial number of the UAS, owners name, operator's name, insurance company name and policy number with proof the operator is covered by the insurance.

Transmissions from any aircraft to any race or support vehicle(s) are not allowed unless the aircraft is being used **solely** as a manual or digital repeater for ground crews. SCORE will allow the aircraft to announce as a general broadcast on the frequency the aircraft is using for race support the following message(s): "Aircraft is going off the air." or "Aircraft is landing to refuel and will be back on the air in ___ minutes." SCORE's intent on radio transmissions is to not allow aircraft supported entries an unfair advantage over non-aircraft supported entries.

No aircraft may be used to drop parts, tools, mechanics, pit support personnel, or otherwise create an unfair advantage over non-aircraft support entries. Aircraft shall not be used to transport a driver/rider of record, co-driver/co-rider, navigator to and from locations on course. This rule does not prohibit transportation of contestants to points on the course, so long as, at the time he/she is transported, he/she has not driven any portion of the course, or the contestant is being transported from the course and will not be further competing in the event. Aircraft cannot be operated in such a fashion, so as to constitute a nuisance or danger to the race vehicles, officials or spectators. **NOTE:** Aircraft can transport driver to another location only to drive a **DIFFERENT** vehicle.

All fixed wing aircraft must maintain a minimum altitude of 1200' AGL at all times within the confines of the race course. All rotary aircraft must maintain a minimum altitude of 500' AGL and 500' off the edge line of the race course when traveling with or against the direction of the race or when traveling near pit and/or spectator areas. All rotary aircraft below 1200' AGL must travel with the race course located on the left side of the aircraft, i.e. traveling with race traffic, aircraft will be on racer's right side, traveling against race traffic, aircraft will be on racer's left side. All rotary aircraft cannot land within a 1/4 mile of the race course in any area. All UAS devices must not exceed an altitude of 150' AGL at all times within the confines of the race course.

Other than SCORE Medical aircraft, only **under extreme circumstances, and with SCORE permission**, may a fixed wing or rotary aircraft transport an injured person from the vicinity of the race course. SCORE must be contacted immediately when an aircraft observes an accident with injuries.

Any violation of the aircraft support rule may be grounds for a penalty, revocation of media credentials or other privileges, disqualification, suspension or ban from future races against the pilot(s); aircraft ownership, drivers, riders of record, teams(s) or affiliates as the case may be and depending up the circumstances.

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