# **ASSUMPTION OF RISK, RELEASE, WAIVER OF LIABILITY, AND INDEMNFICATION AGREEMENT**

This agreement (“**Agreement**”) sets forth the terms and conditions on which the National Federation of the Blind (“**NFB**”) provides permission and access to attend, observe, and/or participate in the racing event that will take place at the New Mexico Spaceport Authority between March 29, 2022 and March 31, 2022. During this event, the NFB and Dan Parker, record-setting driver and blind machinist, will collaborate to break the Guinness World Record for the fastest speed for a car driven blindfolded (the “**Blind Driver Challenge**”).

I represent by signing this Agreement that I am at least eighteen (18) years of age. I further represent that I am in sufficient physical and mental health and condition to attend, observe, and/or participate in the Blind Driver Challenge.

## **Effective Date**

This Agreement will be effective during the Blind Driver Challenge March 29, 2022 – March 31, 2022), as well as during all travel to and from the Blind Driver Challenge before and after the event.

## **Acknowledgement of Danger and Assumption of Risk**

I expressly acknowledge: (i) the inherently dangerous nature of the Blind Driver Challenge, and (ii) that the activities of the Blind Driver Challenge are hazardous, create a risk of significant property damage, and expose those present and/or participating to the risk of serious personal injury and/or disability, including the possibility of death. These injuries or outcomes may arise from my own or other’s actions, inactions, or negligence, or the condition of the Blind Driver Challenge location or facility. I am voluntarily attending, observing and/or participating in the Blind Driver Challenge. By signing this Agreement, I freely and voluntarily assume all risk, whether known or unknown to me, of property damage, harm, loss, bodily injury, illness, disability, and/or death, resulting from and/or associated with my attendance, observation, and/or participation in the Blind Driver Challenge.

## **Release**

In consideration for being allowed to attend, observe, photograph, film, adjudicate, and/or otherwise participate in the Blind Driver Challenge, I release and discharge the NFB, and all affiliated entities, and the directors, officers, employees, and agents of each (collectively “**Releasees**”) from any and all claims for physical injury, illness (including death), disability, disfigurement, property damage, or other loss (“**Event Loss**”) I may suffer or that may result from my attendance at and/or participation in the Blind Driver Challenge, travel to and from the Blind Driver Challenge, and/or any other activities incidental to the Blind Driver Challenge. This release includes and expressly covers claims for the negligence of the NFB and claims for strict liability for abnormally dangerous activities.

If I need medical treatment during and/or as a result of my attendance, observation, and/or participation in the Blind Driver Challenge, travel to and from the Blind Driver Challenge, or any activities incidental to the Blind Driver Challenge, I agree to be financially responsible for all costs incurred as a result of such treatment.

## **Agreement to Waive all Claims and Not to Sue**

By signing this Agreement, I waive my right and covenant not to sue or assert a claim for Event Loss against the NFB and/or the other Releasees. I further agree to hold the NFB and other Releasees harmless from any and all physical injury, illness (including death), disability, disfigurement, property damage, or other loss, including attorney’s fees, as a result of my attendance at and/or participation in the Blind Driver’s Challenge, including travel to and from the Blind Driver Challenge, or any activities incidental to the Blind Driver Challenge. If the Releasees incur any of these types of expenses, I agree to reimburse Releasees.

## **Indemnification**

I agree to defend, indemnify, and hold the NFB and other Releasees harmless from and against any and all third party claims, damages, liabilities, costs and expenses, including but not limited to reasonable attorney’s fees and expenses (collectively, “**Claims**”), arising from or in any way relating to (i) the Blind Driver Challenge; and (ii) acts, omissions, and/or events at the New Mexico Spaceport Authority between March 29, 2022 and March 31, 2022.

## The NFB will promptly notify me of the existence of any Claim by any third party, demand, or other action giving rise to a claim for indemnification under this Agreement. In the event of a third party claim, I will have a reasonable opportunity to defend the same at my own expense and with my own counsel, provided that the NFB will at all times have the right to participate in such defense at its own expense. If, within a reasonable time after receipt of notice of a third party claim, I fail to undertake to so defend, the NFB will have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) such third party claim for the account and at my risk and expense. The NFB will make available to me, at my expense, such information and assistance as I may reasonably request in connection with the defense of such third party claim. The representations, warranties and indemnities of the parties hereunder will survive the expiration or earlier termination of this Agreement.

## **Agreement to be Photographed or Filmed**

I acknowledge that, by attending, observing, and/or participating in the Blind Driver Challenge, I may be photographed and/or video recorded. I agree to allow my name, photo, video, film likeness, and transcription of any statements I have made on such video to be used for any legitimate purpose by the NFB, in all forms and in all media, with no claim whatsoever for any license fee or royalty or other compensation from the NFB. I waive any right to inspect or approve any such use of my name, photo, video, film likeness, or the transcript of any statements I may have made on such video. I further waive any right to the intellectual property of my photo, video, or film likeness taken or recorded during or in connection with the Blind Driver Challenge.

## **Acknowledgement of Agreement Terms**

I have read this Agreement, and I am signing it freely and without any inducement or assurance of any nature. I understand that by signing this Agreement, I am giving up substantial rights, including: (a) releasing the NFB and other Releasees from all liability, (b) waiving my right to sue the NFB and the other Releasees, (c) and assuming all risks of attending, observing, and/or participating in the Blind Driver Challenge, including travel to and from the event, and/or any activities incidental to the Blind Driver Challenge. I intend this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this Agreement is held to be invalid, the balance will continue in full force and effect.

Signed Name: 

Printed Name: Adelmo Vigil

Date: 03/14/2022