

**READ CAREFULLY: YOU GIVE UP SUBSTANTIAL RIGHTS AND
TAKE ON OBLIGATIONS TO THE COMPANY**

**Parental Consent, Minor's Liability Release, Express Assumption of Risk
and Indemnity Agreement ("Release")**

In consideration of Nevada Power Company d/b/a NV Energy ("COMPANY") permitting
_____ ("MINOR") who resides at _____
_____ to use a portion of the
access road to the COMPANY'S Higgins Generating Station and the railroad crossing bridge
("SITE") in connection with the MINT 400 ("RACE") being conducted by Best in the Desert, LLC
on or about March 9th through March 10th, 2018, I acknowledge that:

1. I know the nature of the RACE and the MINOR'S experience and capabilities and believe the MINOR is qualified to participate in the RACE. I will inspect the equipment to be used by the MINOR, RACE course (including the SITE) and manmade and natural objects (such as bridges, drainage, electrical facilities, rocks, cacti and trees) that MINOR might collide with. IF I (OR THE MINOR) BELIEVE ANYTHING IS OR MIGHT BE UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RACE AND REFUSE TO PARTICIPATE FURTHER IN THE RACE.
2. I FULLY UNDERSTAND and will instruct the MINOR that: (a) THE ACTIVITIES OF THE RACE ARE VERY DANGEROUS and participation in the RACE, entry onto the SITE and use of property on which the COMPANY'S electrical facilities are located involve RISKS AND DANGERS OF SERIOUS BODILY INJURY, SUCH AS PERMANENT DISABILITY AND PARALYSIS, AND DEATH ("RISKS"); (b) these RISKS and dangers might be caused by the MINOR'S own actions, or inactions, the actions or inactions of others near, watching or participating in the RACE, the rules of the RACE, the condition of equipment, the condition and layout of the RACE course (including the SITE and property on which the COMPANY'S electrical facilities are located), or THE NEGLIGENCE OF THE COMPANY; (c) there might be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those RISKS COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
3. I consent to the MINOR'S participation in the RACE, entry onto the Site and entry onto the property on which the COMPANY'S electrical facilities are located; and I HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTIONS, INACTIONS OR NEGLIGENCE OF THE COMPANY AND REGARDLESS OF ANY NEGLIGENCE (WHETHER ACTIVE, PASSIVE, DERIVATIVE, JOINT, CONCURRENT OR COMPARATIVE) ON THE PART OF THE COMPANY.
4. I AGREE TO NOT SUE the COMPANY, its employees, officers, contractors, representatives or affiliates, and RELEASE AND DISCHARGE the COMPANY (and its employees, officers, contractors, representatives and affiliates) FROM ALL LIABILITY TO ME, TO THE MINOR, and to my and the MINOR'S personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR

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DAMAGES ON ACCOUNT OF ANY INJURY, including but not limited to disability, paralysis or death and damage to property, arising in connection with the MINOR'S participation in the RACE, accessing or being on the SITE and any activities incidental to the RACE regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of the COMPANY.

5. If (despite this Release) I, the MINOR or anyone on the MINOR'S behalf makes a claim against the COMPANY in connection with MINOR'S participation in the RACE, accessing or being on the SITE, or any activities incidental to the RACE, I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY (and its employees, contractors, representatives and affiliates) from all claims, actions and causes of action for personal injury to or death of the MINOR, COMPANY employees, contractors or representatives and third parties and from any damage to MINOR's property and the real or personal property of the COMPANY (including the SITE and SITE improvements) and third parties regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of the COMPANY.
6. If the MINOR or I sustains any injury while on the SITE or on the property on which the COMPANY'S electrical facilities are located, any rescue personnel or medical personnel may release medical information about the MINOR'S or my condition to the COMPANY, as necessary to allow such individuals to properly report that information to appropriate representatives of the COMPANY and/or insurance carriers.
7. I understand that the MINOR and I are forfeiting important legal rights and incurring important legal responsibilities. I agree that, if any term in this Release is held to be unenforceable, that term shall be excluded and the balance of the Release shall be enforced in accordance with the remaining terms.
8. TO THE FULLEST EXTENT PERMITTED BY LAW, I WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS RELEASE. I FURTHER WAIVE ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED
9. I sign and agree to this Release on my own behalf and on behalf of the MINOR.

I HAVE READ THE RELEASE IN ITS ENTIRETY (INCLUDING THE MINOR'S ASSUMPTION OF RISK ACKNOWLEDGEMENT CONTAINED IN THIS RELEASE ON PAGE 4 BELOW), UNDERSTAND THAT BY SIGNING BELOW I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES IN CONNECTION WITH COMPANY'S ACTIONS, INACTIONS AND/OR NEGLIGENCE, AND SIGN THIS RELEASE KNOWINGLY, VOLUNTARILY AND WITHOUT INDUCEMENT. I FURTHER

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ACKNOWLEDGE THAT FAILURE TO NOTARIZE THIS RELEASE SHALL NOT AFFECT ITS VALIDITY

I represent that I have sole legal custody or am the sole parent/guardian

1. _____ **Father/Mother/Guardian** _____
(Parent or Guardian Signature) (circle one) (Date)

Printed Name: _____ **DL Number/State:** _____

Address: _____

2. _____ **Father/Mother/Guardian** _____
(Parent or Guardian Signature) (circle one) (Date)

Printed Name: _____ **DL Number/State:** _____

Address: _____

Printed Name of MINOR: _____

MINOR'S Address: _____

Date of Birth: _____

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on _____ by
(Date)

(Name of Parents and/or Guardians)

Signature of Notarial Officer

Notary Seal area →

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MINOR'S ASSUMPTION OF RISK ACKNOWLEDGEMENT

I have obtained the consent of my parent(s) and/or guardian(s) to participate in the MINT 400 ("RACE") being held on or about March 9th through March 10th, 2018. I understand that I am assuming all of the RISKS AND DANGERS OF SERIOUS BODILY INJURY, SUCH AS PERMANENT DISABILITY AND PARALYSIS, AND DEATH ("RISKS") because I could get hurt or die in connection with the RACE and I state the following:

1. My parent(s) and/or guardian(s) and I believe I am qualified to participate in the RACE.
2. I will inspect the equipment I will use, RACE course and manmade and natural objects (such as bridges, drainage, electrical facilities, rocks, cacti and trees) on or near the RACE course that I might collide with.
3. I understand that the RACE IS VERY DANGEROUS AND INVOLVES RISKS AND THE DANGER OF ME BEING SERIOUSLY INJURED OR HURT AND ME BEING DISABLED, PARALYZED AND EVEN KILLED.
4. I know that these RISKS might be caused by my own actions or inactions, the actions or inactions of others near, watching or participating in the RACE, the rules of the RACE, the condition of equipment, the condition and layout of the RACE course, manmade and natural objects on or near RACE course and/or the negligence of others, including that of the COMPANY.

I HAVE READ THE ABOVE ASSUMPTION OF RISK ACKNOWLEDGEMENT, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.

* **Printed Name of MINOR:** _____

Signature: _____ **Dated:** _____

* **Printed Name of Parent/Guardian Witness:** _____

DL Number/State: _____ **Signature:** _____

* **Printed Name of Second Witness:** _____

DL Number/State: _____ **Signature:** _____