

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

RELEASE and INDEMNITY

In consideration of Nevada Power Company d/b/a NV Energy (“COMPANY”) permitting the racer and co-racers identified on pages two and three below (collectively, the “RACERS”) 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 4th through March 5th, 2017, **RACERS hereby release, discharge, waive, disclaim, and relinquish all claims, actions, or causes of action for personal injury, death, and property damage, including financial losses, against the COMPANY, its employees, officers, contractors, representatives and affiliates arising in connection with RACERS’ participation in the RACE, accessing or being on the SITE, or any activities incidental to the RACE; this shall apply regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of the COMPANY. RACERS also agree to defend, indemnify 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 RACERS, COMPANY employees, contractors or representatives and third parties and from any damage to a RACER’S personal property and the real or personal property of the COMPANY (including the SITE and SITE improvements) and third parties arising from ANY RACER’S participation in the RACE, accessing or being on the SITE, or any activities incidental to the RACE regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of the COMPANY.**

RACERS understand that they are forfeiting important legal rights and incurring important legal responsibilities. They further agree that, if any term in this Release and Indemnity is held to be unenforceable, that term shall be excluded and the balance of the Release and Indemnity shall be enforced in accordance with the remaining terms.

RACERS acknowledge and fully understand that **SERIOUS, PERMANENT BODILY INJURY TO, DISABILITY OF, PARALYSIS OF OR DEATH OF THEMSELVES OR OTHERS MIGHT RESULT** from participating in the RACE and use of property on which the COMPANY’S electrical facilities are located, and that property belonging to them or others might be damaged as well. Some risks are inherent in racing, other risks are inherent in outdoor activities, some risk are unknown and still other risks might arise from conditions, situations, or activities of which RACERS are presently unaware.

Race: MINT 400
Race Date(s): March 9th-March 10th, 2018
Vehicle Number: _____

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RACERS acknowledge and willingly assume all risks and hazards (1) in participating in the RACE; (2) in accessing the SITE; (3) in accessing other real property on which the COMPANY'S electrical facilities are located; (4) associated with loss of control of their vehicles and collision with other participants, bridges, electrical facilities, rocks, trees, and any other manmade or natural objects, whether they are obvious or not; and (5) associated with the unavailability of immediate medical attention in case of injury.

RACERS agree that the terms of this Release and Indemnity bind them, their heirs, assigns, executors and administrators, and protect the COMPANY and its employees, officers, contractors, representatives and affiliates.

RACERS acknowledge that the COMPANY does not warrant to RACERS that the SITE is safe for any purpose whatsoever and that there might be known and unknown hazardous conditions on and off the SITE. RACERS further acknowledge that the COMPANY does not owe RACERS any duty of care.

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH RACER WAIVES ANY RIGHT SHE/HE MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS RELEASE AND INDEMNITY. EACH RACER FURTHER WAIVES 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.

RACERS acknowledge that they fully read and fully understood this Release and Indemnity before freely and voluntarily signing it.

ACKNOWLEDGED AND AGREED TO BY RACERS OF VEHICLE NUMBER _____

Date: _____

*** Racer of Record Printed Name:** _____

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

*** Co-Racer Printed Name:** _____

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

Race: MINT 400

Race Date(s): March 9th-March 10th, 2018

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* Co- Racer Printed Name: _____

DL Number/State: _____ Signature: _____

* Co- Racer Printed Name: _____

DL Number/State: _____ Signature: _____

* Co- Racer Printed Name: _____

DL Number/State: _____ Signature: _____