

Agreement for Participation in SunChase, the Solar go-kart challenge

between

Florida Gulf Coast University Board of Trustees

and

_____ **School District, on behalf of** _____ **High School**

WHEREAS, Florida Gulf Coast University Board of Trustees (“FGCU”) conducts SunChase, a solar go-kart challenge, where high school teams construct and operate a solar powered go-kart on a closed course on the Florida Gulf Coast University campus;

WHEREAS, _____ School District (“School District”) wishes to field a team in SunChase from the _____ High School (“TEAM”); and

WHEREAS, FGCU and School District wish to enter into an agreement to allow the TEAM to participate in SunChase.

Now therefore, in consideration for the foregoing, the parties agree as follows:

I. School District and TEAM Responsibilities

- A. Each TEAM provides a primary and secondary TEAM contact. The primary contact must be an employee of the school district where the school is located. The primary contact must be present on race day. In the event of an emergency, an alternate primary contact may be designated and must be indicated in writing to SunChase officials prior to race day.
- B. The primary contact is responsible for insuring that the solar go-kart meets the standards as described in the FGCU SunChase Rules and Regulations manual upon inspection by SunChase officials. The primary TEAM contact shall verify

in writing that the standards have been met prior to arriving on campus for the race.

- C. The primary contact is further responsible for verifying that the student drivers selected for competition are capable of driving the vehicle.
- D. The primary and secondary contacts are responsible for supervision of students during race events which includes the safety inspection and the Friday evening presentation.
- E. The primary and secondary contacts are responsible for registering the TEAMS for the event one month prior to the event. This includes registration fee and providing required waivers and this signed document.
- F. TEAMS or vehicles that do not comply with the terms of this Agreement or the SunChase manual may be disqualified from the race by SunChase officials.

II. FGCU Responsibilities

- A. SunChase Officials will provide a safety inspection list at least three months prior to race day.
- B. SunChase Officials will provide TEAMS with a list of rules and regulations that TEAMS should follow as they build their go-karts. This list will be provided five months prior to race day.
- C. SunChase Officials will conduct a check of each TEAM's vehicle prior to the race to verify that minimum safety requirements are met.
- D. SunChase Officials are responsible for race day course management and safety.

III. General Conditions

- A. Dispute resolution. The parties will work together to in a civil, sportsman-like manner to resolve differences of opinion as to application of the SunChase rules and regulations. Nonetheless, decisions regarding road-worthiness or safety of vehicles or the safety of participants will be made at the sole discretion of the SunChase Officials.
- B. Release of Liability. School District, on behalf of TEAM, does hereby release, hold harmless and indemnify FGCU, its officers, as well as its agents, faculty and employees from and against any and all liability, claims, charges, demands, expenses, fees, fines, penalties, losses, suits, proceedings, actions and costs thereof (including attorneys' fees and court costs for all actions and appeals

therefrom), judgments, injuries, including those resulting in death, damages or liabilities, in law or in equity, of any kind and nature, resulting from or arising out of the TEAM's participation in SunChase.

- C. Supervision of Participants. TEAM shall be responsible for the supervision of its participants. TEAM shall also be responsible for providing all necessary and appropriate safety instructions for participation in the event. If TEAM's participants are under age 18, it shall be the TEAM's responsibility to provide adult supervision at all times for participants.
- D. Assumption of Risk. FGCU assumes no responsibility whatsoever for any of the TEAM's or third party property placed in or on FGCU grounds as part of TEAM's participation in SunChase, and FGCU is hereby expressly released and discharged from any and all liability for loss, injury or damages to person or property that may be sustained by reason of the occupancy and use of FGCU grounds under this Agreement.
- E. Consent to Photograph. FGCU reserves the right to give its consent to all pictures which are of FGCU property or which identify FGCU, its Facility or any other property of FGCU. TEAM must secure the appropriate consent for use of pictures of minors who participate in SunChase.
- F. Background Screening. TEAM shall conduct a background screening in accordance with Florida law for each individual employed by the TEAM who will interact with those minor children who are participants in SunChase. TEAM shall present evidence of the results of background screenings to FGCU personnel upon request. FGCU may require the removal of any individual for whom the TEAM cannot present evidence of the results of a background screening. FGCU, may, in its sole discretion, suspend the TEAM from SunChase for failure to comply with this section.
- G. Compliance with University Regulations and Policies. FGCU may, in its sole discretion, request the removal of the TEAM's participant or participants when found to have violated University regulations or policies, including those policies or guidelines governing the use FGCU facilities.
- H. Animals. Animals, except registered service animals as described in the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), are not permitted in FGCU Facilities or on FGCU Property.
- I. Compliance with federal and state law. School District acknowledges it and its attendees and participants are responsible for complying with federal, state, and local federal laws, rules, and ordinances, and University regulations and policies as those apply to its use of Facility under this Agreement.

The person signing this Agreement certifies that he/she is an authorized representative of the School District and has authority to sign this Agreement and bind the School District thereto. Moreover, by signing this Agreement, he/she affirms that he/she has read, understands and agrees to abide by the terms and conditions of this Agreement.

**FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES**

_____ **SCHOOL DISTRICT**
on behalf of _____
High School

Name

Name

Date

Date