

ATTACHMENT D

School Participation and Release Agreement

July 8, 2011

The National Renewable Energy Laboratory (NREL) and the U.S. Department of Energy (DOE) are sponsoring a competition entitled Solar Decathlon, a university competition to design, build, and operate solar-powered houses. From time to time and up to the culmination of the Solar Decathlon 2013, other organizations may join and shall be included as sponsors. All organizations, both identified and to be identified, constitute and are hereinafter collectively referred to as “Sponsors” and “Released Parties.”

The Solar Decathlon will be held in 2013 at a location to be determined (“Event”). The Event includes the SCHOOL designing, building, and testing a solar building, and participating in preliminary activities such as building performance modeling, design, construction, instrumentation, and data collection. Up to 20 collegiate teams will participate in the approximately three-week long Solar Decathlon. To compete for entry into the Solar Decathlon, the SCHOOL agrees to prepare a proposal and submit reports detailing how the SCHOOL will design, build, test, and compete with a solar-powered house in the Solar Decathlon.

The SCHOOL agrees that NREL or DOE or any other sponsors to be identified, collectively, Sponsors, shall NOT be liable to the SCHOOL in any manner, or for any delay in the Solar Decathlon, or in the event that the Solar Decathlon is not held.

Rules

The SCHOOL agrees to abide by the [2011 Solar Decathlon Rules](#). Further, the SCHOOL agrees to abide by subsequent, revised rules made applicable to the Solar Decathlon 2013.

Release of Liability

To the extent permitted under applicable state law, the SCHOOL hereby releases NREL, its parent the Alliance for Sustainable Energy LLC, the United States Government, and any other Event sponsor (either identified or to be identified), their respective officers, directors, employees, agents, contractors, subcontractors, and representatives (the “Released Parties”) from any and all claims, losses, expenses, and demands, including those resulting from injury or death to any person or damage to any property, arising from the SCHOOL's work on or participation in the Event or any activities incidental thereto.

In addition, before the commencement of the Solar Decathlon, the SCHOOL shall secure from each of the SCHOOL's participants prior to the participant's commencement of activities related to the Solar Decathlon, a signed written “Release and Waiver of Liability—Assumption of Risk and Indemnity Agreement” (“Participant's Release”), that releases the Released Parties from any and all claims, losses, expenses, and demands, including those resulting from injury or death to any person or damage to any property, arising from the participant's work on or participation in the Event or any activities

incidental thereto. The SCHOOL shall submit the signed forms to NREL for all of its participants upon the acceptance of the SCHOOL's proposal, to be fully supplemented prior to the commencement of travel to the Event, and will retain the originals of such signed releases for a period of three (3) years, and will make them available to NREL upon request. The SCHOOL warrants that each Participant's Release that is submitted is valid and enforceable and the SCHOOL will defend and hold harmless the Released Parties for any claims and liabilities arising from its participants' involvement in the Event.

Vehicular, General, Workers' Compensation, and Employer's Liability Insurance

The SCHOOL, at the SCHOOL's expense, to the extent permitted under applicable state law, shall maintain for the duration of the Event, vehicular liability insurance with limits of liability for bodily injury of not less than US \$200,000.00 for each person and US \$500,000.00 for each occurrence; and limits of liability for property damage of not less than US \$40,000.00 for each accident and US \$500,000.00 for each occurrence. The Released Parties shall be named as Additional Insureds on all such insurance.

The SCHOOL, at the SCHOOL's expense, to the extent permitted under applicable state law, shall maintain for the duration of the Event, general liability insurance with limits of liability for bodily injury of not less than US \$500,000.00 for each person and US \$500,000.00 for each occurrence; and limits of liability for property damage of not less than US \$100,000.00. The Released Parties shall be named as Additional Insureds on all such insurance.

The SCHOOL, at the SCHOOL's expense, to the extent permitted under applicable state law, shall maintain for the duration of the Event, workers' compensation insurance with limits of liability as required by applicable law; and employer's liability insurance for liability for bodily injury of not less than US \$100,000.00 for each person and US \$100,000.00 for each occurrence. To the extent permitted by applicable law, the Released Parties shall be named as Additional Insureds on all such insurance.

The SCHOOL agrees to furnish NREL, upon acceptance of its proposal, evidence satisfactory to NREL of such vehicular liability, general liability, workers' compensation liability, or employer's liability insurance coverage.

Indemnification

To the extent permitted under applicable state law, the SCHOOL hereby indemnifies and holds harmless the Released Parties from any and all damages, claims, losses, expenses, and demands, including court and counsel fees, for any injury or death of any person or damage to any property, arising out of or in any way connected with the SCHOOL's officers', agents', or employees' work on or participation in the Event or any activities incidental thereto.

It shall be the SCHOOL's duty, at the SCHOOL's expense, to comply with all Federal, State, and Local laws, ordinances, and regulations, if any, applicable to the work to be done hereunder and before starting work. To the extent to the extent permitted under

applicable state law,, the SCHOOL shall hold harmless the Released Parties from all damages of any nature whatsoever that result from SCHOOL's failure to comply with such laws, ordinances, and regulations.

The SCHOOL shall assume full responsibility for all students, officers, agents, or employees of the SCHOOL working on or participating in the Event and, subject to applicable law, shall indemnify and hold harmless the Released Parties from all liability and expenses, including court and counsel fees, on account of negligence or willful acts or omissions of the SCHOOL's students, officers, agents, or employees arising out of:

- (a) Accidents or injuries to the SCHOOL's students, officers, agents, or employees; or damage to the property of any of them; and
- (b) Accidents or injuries to others or damage to the property of others (including the Released Parties).

If requested, the SCHOOL shall assume, at the SCHOOL's own expense, the defense of suits that may be instituted against the Released Parties on account of the SCHOOL's failure to conform to laws as herein required.

The SCHOOL further agrees that if the Released Parties should legally incur costs whatsoever under the applicable workers' compensation laws by reason of the SCHOOL's students, officers, agents, or employees' injury or death while working on or participating in the Event, the SCHOOL will indemnify and hold harmless the Released Parties for such costs that the Released Parties may legally be required to pay the students, officers, agents, or employees of the SCHOOL. Nothing contained herein shall constitute a waiver of the SCHOOL'S sovereignty or sovereign immunity under applicable law. Nothing contained herein shall cause the SCHOOL to be responsible for or liable for damages caused by NREL.

Consent to United States Courts Jurisdiction, venue, and governing law

The SCHOOL, regardless of domestic or foreign domicile, consents to jurisdiction of the United States Courts and further agrees to comply with the terms of the Disputes Clause, including venue and governing law, hereby incorporated by reference and specified in the planned, resultant subcontract between NREL and the SCHOOL (regardless of actual execution of such subcontract between the parties).

Relationship of the Parties

The SCHOOL and Released Parties are independent contracting parties, and nothing contained in this School Participation and Release Agreement shall be deemed to create a partnership, joint venture, or agency relationship between them, nor does it grant any party any authority to assume or create any obligation on behalf of or in the name of the other. This provision does not impair any benefit that the Released Parties may have under applicable workers' compensation laws or under the insurance coverage that the SCHOOL is required to obtain.

Entire Agreement

This Agreement constitutes the entire agreement between the SCHOOL, NREL, the United States Government, and any other Event sponsor relating to the subject matter covered herein and cancels and supersedes all previous agreements between the parties relating to the subject matter contained herein. Any modification to this Agreement must be in writing and signed by the SCHOOL and NREL.

FOR THE SCHOOL TO BE CONSIDERED FOR ENTRY IN SOLAR DECATHLON, EACH PARTICIPATING SCHOOL SHALL SIGN THIS AGREEMENT AND RETURN ONE (1) SIGNED COPY OF THIS AGREEMENT WITH THE SCHOOL'S PROPOSAL BY THE PROPOSAL DUE DATE.

The provisions, terms, and conditions for entering and participating in the Solar Decathlon (Event) are acknowledged and accepted on this date.

Printed name of SCHOOL

Signature of SCHOOL Officer

Date

Printed Name of SCHOOL Officer

Title of SCHOOL Officer

Return one (1) signed copy with the SCHOOL's Solar Decathlon Proposal

NOTE: Include identical signature data for EACH SCHOOL participating under a submitted proposal.