

PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

A NEWLY EXECUTED WAIVER IS REQUIRED EVERY 12 MONTHS



IN CONSIDERATION of my minor child being permitted in RACING PROGRAMS to enter, for any purposes, the RESTRICTED AREA (herein defined as, including but not limited to the racing surface, pit areas, infield, burn out area, approach area, shut down area, and all walkways, concessions, and other appurtenant areas where any activity related to the event shall take place or where special authorization, permission, or credentials are required, or where admittance to the general public is restricted or prohibited), or to compete, officiate, observe, work for, or for any purpose participate in the event in any way, I agree:

1. I AM AWARE OF THE NATURE of the EVENT(S) and also the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s). I will inspect the premises, facilities, and equipment to be used, or with which the Minor may come in contact, AND IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
2. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involve RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("Risks"); (b) these Risks and dangers may be caused by the Minor's own actions or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may 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 the Risks COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
3. I CONSENT TO THE MINOR'S PARTICIPATION in the Event(s) and/or entry into Restricted Areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS KNOWN AND UNKNOWN AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS, AND/OR DAMAGES INCURRED FROM SUCH INJURY, DISABILITY, PARALYSIS, OR DEATH, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
4. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, sponsors, advertisers, owners and lessees of PREMISES on which the Event is conducted, premises inspectors or Event inspectors, surveyors, underwriters, consultants, and other persons or entities who give recommendations, directions, instructions, or engage in risk evaluation or loss control activities regarding the premises or EVENT(S), and each of them, their officers, directors, agents, and employees, all for the purposes herein referred to as "RELEASEES," FROM ALL LIABILITY TO ME, THE MINOR, my and the Minor's personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES INCURRED FROM ANY INJURY, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
5. If, despite this release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the RELEASEES named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them from any litigation expense, attorney fees, loss, liability, damage, or cost they may incur due to the claim made against any of the RELEASEES named above, whether the claim is based on the negligence of the RELEASEES or otherwise.
6. I sign this agreement on my own behalf and on behalf of the Minor.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND FULLY UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' NEGLIGENCE, AND SIGN IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OF ANY NATURE AND INTEND FOR IT TO BE ENFORCED TO THE GREATEST EXTENT ALLOWED BY LAW.

I HAVE READ THIS RELEASE

Signature of Parent or Legal Guardian

Printed Name of Parent or Legal Guardian

Birth Date of **Minor**

I HAVE READ THIS RELEASE

Signature of Minor Participant

Printed Name of Minor Participant

Pit Pass #

Signature of Witness

Printed Name of Witness

Date