# MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

**(READ CAREFULLY BEFORE SIGNING)**

_____ _____

NAME OF TRACK AND/OR EVENT EVENT DATE(S)

IN CONSIDERATION of allowing the below MINOR participant to compete, officiate, observe, work for, or participate ("participate") in any way in the above event and/or activities ("Event(s)") and/or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited, including but not limited to the competition area and any hot pit or paddock area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin agrees that:

1. THE MINOR AND PARENT OR GUARDIAN will immediately inspect the RESTRICTED AREA upon entering it and warrants that their entry therein and/or the MINOR's Event participation constitutes an acknowledgment that they have inspected the RESTRICTED AREA and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at anytime in the RESTRICTED AREA they believe something is unsafe, it will be brought to the attention of an official, and they will remove themselves from the RESTRICTED AREA and the MINOR will withdraw from participation in the Event.

2. THE MINOR AND PARENT OR GUARDIAN HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of Releasees (as identified below) or otherwise, while in or upon the RESTRICTED AREA for any purpose and/or while participating in any way in the Event. The undersigned recognize and understand that there are risks and dangers associated with participation in the Event and admission within the RESTRICTED AREA that could cause severe bodily injury, disability and death. Further, the risks and dangers may be caused by the negligent failure to act of the Releasees and others. All of the risks and dangers associated with participating in the Event and/or entry into the RESTRICTED AREA are assumed notwithstanding.

3. THE MINOR AND PARENT OR GUARDIAN release, waive, discharge and covenant not to sue the promoters, participants, associations, sanctioning organizations, (or any affiliates thereof), track operators, track owners, officials, car owners, drivers, pit crews, all persons in the RESTRICTED AREA, sponsors, advertisers, owners, lessees and lessors of the premises used to conduct the Event, premises and event inspectors, surveyors, brokers/underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them their officers, agents, and employees (all for the purpose herein referred to as ("Releasees"), from all liability to ourselves, the undersigneds, our personal representatives, assigns, executors, heirs, and next of kin for any and all claims, demands, losses or damages of the MINOR and/or parent or guardian on account of any injury, including, but not limited to the death or injury of the parent/guardian or MINOR or damage to property, all of which is caused or alleged to be caused by the negligence of the Releasees or otherwise.

4. THE PARENT AND/OR GUARDIAN hereby agrees to indemnify and save and hold harmless, the Releasees and each of them from any loss, liability, damage, or cost they may occur due, in any manner or degree, to the presence of the parent/guardian or the MINOR in the RESTRICTED AREA, or related in any way to their participation in or presence at the Event and whether caused by negligence of the Releasees or otherwise. The parent and/or guardian further recognize and agree they are executing this Waiver and Releases of Liability and Indemnity Agreement on behalf of themselves and on behalf of the MINOR.

5. This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. I/WE FURTHER ACKNOWLEDGE THAT FAILURE TO WITNESS OR NOTARIZE THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.

1. I HAVE READ THIS RELEASE _____ Father/Mother/Guardian (Circle One) _____

Parent or Guardian (Signature) Date

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

(INITIAL)

2. I HAVE READ THIS RELEASE _____ Father/Mother/Guardian (Circle One) _____

Parent or Guardian (Signature) Date

Printed Name of MINOR Participant: _____ D.O.B. _____

Address of Participant: _____

Printed Name of Parent or Guardian: 1. _____

Printed Name of Parent or Guardian: 2. _____

(If Notarized) Subscribed and Sworn to at: _____ Before me this _____ day _____ A.D. 20____ SEAL

_____ _____

Signature of Event Official or Notary Public Printed Name of Event Official or Notary Public

_____ County, State of _____ My Commission Expires: _____