

WAIVER & RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

PARENTS: GUARDIANS: MINORS:

EVENTS

LOCATIONS

DATE

IN CONSIDERATION of allowing the minor at any time to participate in any way in any event or activity encompassed by this Agreement and/or permitting the minor, parent, and/or guardian to enter for any purpose any restricted area (herein defined as including, but not limited to, the racing surface, pit areas, operations area, all walkways and concessions and other appurtenant areas where any activity related to the event or activity where admittance to the general public is prohibited, the parent and/or guardian and minor agree as follows:

1. THE MINOR, PARENT, AND/OR GUARDIAN will immediately inspect the restricted area upon entering it and warrant that their and/or the minor's 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 and will instruct the minor that prior to participating in any event or activity or that if at any time in the restricted area, they or the minor believe something is unsafe, it will be brought to the attention of an official and they or the minor will remove themselves and the minor from the restricted area and preclude the minor from further participation in the event or activity.
2. THE MINOR, PARENT, AND/OR GUARDIAN HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to the negligence of Releasees (as identified below) or otherwise, while in or upon the restricted area for any purpose including competing, officiating, observing, working or participating in the event or activity. 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 actions or negligent failure to act (gross negligence or otherwise) of the Releasees and others. All of the risks and dangers associated with participating in the event and entry into restricted areas may be not be foreseeable at this time and are assumed notwithstanding.
3. THE MINOR, PARENT, AND/OR GUARDIAN release, discharge, and covenant not to sue and waive all claims against Owners and Officers, officials, drivers, pit crews, PARTICIPANTS, promoters, sponsors, advertisers, owners, lessees, and lessors of the premises used to conduct the event and each of them and their officers, agents, employees, all for the purposes herein referred to as Releasees, from all liability to ourselves, the undersigneds, personal representatives, assigns, executors, heirs, and next of kin for any and all claims, demands, losses or damages on account of any injury, including, but not limited to, the death of the parent, guardian, or minor or damage to property, caused or alleged to be caused in whole or in part by the negligence (including gross negligence) of the Releasees, INCLUDING NEGLIGENCE RESCUE OPERATIONS, and is intended to be as broad and inclusive as is permitted by the law of the province or state in which the Event is conducted, and that if any portion thereof is held invalid, it is agreed that the balance notwithstanding, shall continue in full legal force and effect.
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, cost and attorney fees they may incur due to the presence of the parent and/or guardian or the minor in the restricted area, or in any way while participating in 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 Release of Liability and Indemnity Agreement on behalf of themselves and on behalf of the minor.

THE MINOR, PARENT, AND/OR GUARDIAN HAS READ AND SIGNS THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP.

PRINTED NAME OF PARTICIPANT

ADDRESS

SIGNATURE OF PARTICIPANT

DATE

PRINTED NAME OF PARENT/GUARDIAN NO. 1

ADDRESS

SIGNATURE OF PARENT/GUARDIAN NO. 1

RELATIONSHIP

DATE

PRINTED NAME OF PARENT/GUARDIAN NO. 2

ADDRESS

SIGNATURE OF PARENT/GUARDIAN NO. 2

RELATIONSHIP

DATE

SIGNATURE & TITLE OF WITNESS