MINOR "EVENT" WAIVER WITH PARENTAL CONTENT RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

(this form is for Minor participants only)

Description	of	Location	of	Event

Date(s)	of	Ev	ent

- I, THE UNDERSIGNED PARENT/GUARDIAN, in consideration of my Minor child being permitted in RACING PROGRAMS to enter, for any purpose, the RESTRICTED AREAS (herein defined as including, but not limited to, the racing surface, pit areas, infield, burnout area, approach area, shut-down area, 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 acknowledge the following:
- 1. I am aware of the nature of the Event(s) and am also aware of 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 the ACTIVITIES OF THE EVENT ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES. THE UNDERSIGNED FURTHER UNDERSTANDS that: (a) the above referenced ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING VIRAL INFECTIONS, BACTERIAL INFECTIONS AND OTHER COMMUNICABLE DISEASES AND ILLNESSES, 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 Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES the Minor incurs as a result of Minor participating in the Activity. I FURTHER UNDERSTAND THAT THESE RISKS COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
- 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 FOLLOWING 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 Areas, 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 ASSOCIATED THEREWITH, 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 any of the Releasees from any litigation expenses, 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 participant.

GOVERNING LAW: This Agreement, and its validity, interpretation and construction (whether in contract, tort *or statute*), or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of, or related to, any representation or warranty made in connection with this Agreement, or as an inducement to enter into this Agreement), shall be governed by, *and enforced in accordance with*, the internal laws of the State of California.

I HAVE READ THIS PARENTAL CONSENT FOR RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND THAT BY SIGNING IT, I AM GIVING UP SUBSTANTIAL RIGHTS TO WHICH I AND/OR THE MINOR MIGHT OTHERWISE BE ENTITLED TO RECOVER DAMAGES FOR LOSSES SUSTAINED AS A RESULT OF THE RELEASEES' NEGLIGENCE. I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE, ORAL OR WRITTEN, BEING MADE TO ME, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY 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	