

# **PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY FOR INJURY, INCLUDING DEATH, OF MINOR CHILD FROM INHERENT RISKS OF PARTICIPATION IN MOTORSPORT ACTIVITIES AND EVENTS**

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## DESCRIPTION AND LOCATION OF EVENT(S)

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the MOTORSPORT ACTIVITIES AND EVENT(S) ("the Events") and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree:

1. The Minor and I know the nature of the EVENT(S) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s).
2. I consent to the Minor's participation in the Event(s) and/or entry into RESTRICTED AREA(S) and HEREBY ACCEPT AND ASSUME ALL INHERENT RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR LOSSES, COSTS AND/OR DAMAGES FROM THE MINOR'S INJURY, DISABILITY, PARALYSIS OR DEATH CAUSED OR ALLEGED TO BE CAUSED BY THE INHERENT RISK(S) OF PARTICIPATING IN THE MOTORSPORT EVENT.
3. As used in this Release, the term "INHERENT RISK" means those dangers or conditions, known and unknown, which are characteristic of, intrinsic to, or an integral part of the event(s) which are not eliminated even if the event promoter/provider acts with due care in a reasonably prudent manner. The term includes, but is not limited to: 1) the failure by the event promoter/provider to warn me or the minor of an inherent risk; and 2) the risk that the minor child or another participant in the event may act in a negligent or intentional manner and contribute to the injury or death of the minor. (The term "participant" does not include the activity promoter/provider or its owners, affiliates, employees, or agents).
4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the EVENT promoters, providers, 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 used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, 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 ON ACCOUNT OF ANY INJURY TO THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED BY THE INHERENT RISKS OF PARTICIPATING IN THE MOTORSPORT EVENT(S).
5. I sign this agreement on my own behalf and on behalf of the Minor.

## **NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES AS IDENTIFIED IN PARAGRAPH 4. ABOVE USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES AS IDENTIFIED IN PARAGRAPH 4. ABOVE IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES IDENTIFIED IN PARAGRAPH 4. ABOVE HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

**I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY AGREEMENT, 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 INHERENT RISKS OF PARTICIPATION IN MOTORSPORT ACTIVITIES AND SIGN IT VOLUNTARILY.**

### **I HAVE READ THIS RELEASE**

SIGNATURE OF PARENT OR GUARDIAN \_\_\_\_\_ PRINTED NAME OF PARENT OR GUARDIAN \_\_\_\_\_ DATE \_\_\_\_\_

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SIGNATURE OF PARENT OR GUARDIAN \_\_\_\_\_ PRINTED NAME OF PARENT OR GUARDIAN \_\_\_\_\_ DATE \_\_\_\_\_

### **I HAVE READ THIS RELEASE**

SIGNATURE OF WITNESS \_\_\_\_\_ PRINTED NAME OF WITNESS \_\_\_\_\_ NAME AND AGE OF MINOR PARTICIPANT \_\_\_\_\_