

Minor Release and Waiver of Liability and Indemnity Agreement

READ CAREFULLY BEFORE SIGNING

Name of Track and/or Event: Karting and other related Motorsports Activities at Kart Circuit Autobahn
Event Date: _____

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 cold or 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 RESTRICTED AREA upon entering it and warrants that their entry therein and/or the MINOR'S Event participation constitutes an acknowledgement that they have inspected the RESTRICTED AREA and find it safe and reasonably suited for the purpose of its use. The undersigned agrees that if at any time 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, racing associations, sanctioning organizations (or any affiliates thereof), track operators, track owners, officials, vehicle owners, builders and designers, drivers, pit crews, rescue workers, all persons in the RESTRICTED AREA, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees and lessors of the premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters/brokers, consultants and other 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 directors, officers, agents, and employees, (all for the purposes herein referred to as "RELEASEES") from all liability to ourselves, the undersigneds, our personal representatives, assigns, 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 incur 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 Minor Release and Waiver of Liability and Indemnity Agreement on behalf of themselves and on behalf of the MINOR.
5. This Minor Release and Wavier of Liability 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 State or Province 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 MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. I/W/E FURTHER ACKNOWLEDGE THAT FAILURE TO WITNESS OR NOTARIZE THIS AGREEMENT SHALL NTO AFFECT ITS VALIDITY.

1. _____ Father Mother Guardian _____
Parent or Guardian (Signature) (Check One) Date (mm/dd/yyyy)

I represent that I have sole legal custody or am sole parent/guardian.
(Initial)

2. _____ Father Mother Guardian _____
Parent or Guardian (Signature) (Check One) Date (mm/dd/yyyy)

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 _____

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

County, State of _____ My Commission Expires: _____

MINOR'S ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY

DESCRIPTION AND LOCATION OF EVENT(S): Karting and other Motorsport Activities at Kart Circuit Autobahn including, without limitation, driving, riding, racing, training, learning, practicing, competing, maintaining karts, participating, observing and spectating, or for any other purpose or event held at Kart Circuit Autobahn (hereinafter collectively "EVENTS").

I have obtained my parent's consent to participate in the above Event(s). I understand that I am assuming all of the risks if I get hurt during the Event(s), and I state the following:

1. Both my parents and I believe I am qualified to participate in the Event(s). I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the Event(s).
2. I understand that the ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.
3. I know that these risks and dangers may be caused by my 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, and/or the **NEGLIGENCE** of others, including those persons responsible for conducting the Event(s).
4. I HEREBY ASSUME ALL SUCH RISKS, EVEN IF THE RISKS ARE CREATED BY THE **NEGLIGENCE** of the promoters, participants, racing associations, sanctioning organizations, or any of its subdivisions, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any rested areas, promoters, sponsors, advertisers, owners, and lessees and lessors of the premises used to conduct the events, premises or event inspectors, surveyors, underwriters, consultants, and any other person or entity who gives recommendations, directions, or instructions, or engages in risk evaluation, loss control activities or sales regarding the premises or Event(s), and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, al for the purposes herein referred to as "Releasee."
5. I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE, ALL OF THE RELEASES FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin for any and all loss or damage and any claim or any demand on account of any injury to me including, but not limited to, my death, whether caused by the **NEGLIGENCE** of the Release or otherwise.

I HAVE READ THE ABOVE ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.

SIGNATURE OF MINOR PARTICIPANT

DATE

PRINTED NAME OF MINOR PARTICIPANT

AGE

SIGNATURE OF WITNESS

DATE

IMPORTANT: FOR RACERS UNDER THE AGE OF 18, A PARENT MUST SIGN PAGE ONE OF THIS WAIVER AND, IF PRESENT, SHOW THEIR DRIVER'S LICENSE. IF THE PARENT IS NOT PRESENT, A PHOTOCOPY OF THE PARENT'S DRIVER'S LICENSE OR A SIGNATURE OF A NOTARY PUBLIC MUST ACCOMPANY THE SIGNED WAIVER BY THE PARENT. ANY RACER UNDER THE AGE OF 18 WHO DOES NOT COMPLY WITH THESE REQUIREMENTS WILL NOT BE ABLE TO PARTICIPATE.