

2010 Mountain West Racing/ISOC Minor Waiver Form

PARENTAL CONSENT RELEASE AND WAIVE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of my minor child ("the Minor") being permitted to participate in any way in the EVENT(s) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which required special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), each of the undersigned, for him/herself legal representatives, heirs, and next of kin:

- 1) 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). I will inspect the premises, facilities and equipment to be used, or with which the Minor may come into contact. IF I OR THE MINOR BELIEVES 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: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the NEGLIGENCE OF THE "RELEASEES" NAMES BELOW; (c) there may be OTHER RISK NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risks(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
- 3) 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 IN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
- 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, driver, pit crew, rescue personnel, any person in any Restricted Area, promoters, 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. THE MINOR, my and the Minor's personal representatives, assign, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, ALLEGED TO BE CAUSED IN WHOLE OR PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
- 5) If, despite this release, I the Minor, or anyone on the Minor's behalf, make a claim against any of the "releasees" named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE OR COST THEY MAY INCUR DUE TO THE CLAIM AND AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- 6) I sign this release on my own behalf and on the behalf of the minor.

I HAVE READ THIS PARENTAL CONSENT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP THE SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT AND SIGN IT VOLUNTARILY WITHOUT INDUCEMENT.

I have read the release and waiver of liability and fully understand its terms, understand that I have given up substantial right by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to greatest extent allowed by law.

Signature of Parent/Legal Guardian

Printed Name of Parent/Legal Guardian

Date

MINOR'S ASSUMPTION OF RISK ACKNOWLEDGEMENT

I have obtained my parents consent to participate in the MWR & ISOC event(s). I understand that I am assuming all risks if I get hurt during the event(s), and I state the following:

1. Both my parent(s) 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 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, or the negligence of others, including those persons responsible for conducting the event(s).

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

Signature of Minor

Printed Name of Minor

Date

I have witnessed both parent/guardian and Minor participant sign this waiver release form. I have also received a notarized copy of the Minor's Birth Certificate confirming the minor is the age stated on this form.

Signature of Witness

Printed Name of Witness

Date