

**READ CAREFULLY THIS IS A RELEASE
MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

TRIANGLE M.C. FLAT TRACK RACING, HARPSTER, OHIO

Description and Location of Event

_____ Date

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 requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited). I agree that:

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 in contact. IF I OR THE MINOR BELIEVE ANYTHING UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED ARE AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).

2. I FULLY UNDERSTAND and will instruct the minor that: (a) THE ACTIVITIES OR THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involve 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 actions or inactions or others participation in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE “RELEASES” NAMED BELOW; (c) There may be OTHER RISKS 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 these those Risks 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 IF CAUSED IN WHOLE OR PART BY THE NEGLIGENCE OF THE “RELEASES” 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, motorcycle owners, riders, pit crews, rescue personnel, and persons 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, their directors, officers, agents and employees, all of the purpose herein referred to as “Releases”, 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, including but not limited to, death or damage to property, CAUSES 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 the “Releasees” named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and their insurance carrier, and each of them 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. In the event that I sustain any injury while in any Restricted Areas that any rescue personnel or medical personnel may release such medical information about my condition to representatives of the promoter, sanctioning organization, track operator, or track owner, as necessary to allow such individuals to properly report that information to appropriate representatives of the sanctioning organization and/or insurance carriers.

7. I sign this agreement on my own behalf and on behalf of the Minor

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OR RISK, AND INDEMNITY 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 RELEASEES’ FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

_____ FATHER OR GUARDIAN (PRINT & SIGN NAME)

_____ NAME OF PARTICIPANT (PRINT)

_____ MOTHER OR GUARDIAN (PRINT & SIGN NAME)

_____ DATE OF BIRTH FOR PARTICIPANT

_____ STREET

_____ CITY

_____ STATE

_____ ZIP

This release can be daily, two (2) day event or annual: _____

Specific dates covered

MINOR RELEASE (Parent/Guardian sign)