

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

IN CONSIDERATION of my minor child ("the Minor") being permitted to compete or participate in any way in a KXCR, LLC Race Event in Kentucky ("EVENT") 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 hot pit area), I/we, the parent(s) or guardians of the Minor agree:

1. I know, and represent that he/she is participating in a recreational event in which the owner of private land ("Owner") and its licensee, KXCR, LLC, has opened it to the public for recreational purposes without charge for entry upon the land pursuant to KRS 411.190. As such, the owner and its licensee owes no duty of care to keep the premises safe for entry or use by others for recreational purposes, or to give any warning of a dangerous condition, use, structure, or activity on the premises to persons entering for such purposes. It is agreed that any fee that has been charged is for the right to participate in the race event, parking, and/or waste disposal.
2. I know the nature of the Event and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event. 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 IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT.
3. 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 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 THE "RELEASEES" 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 those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
4. I consent to the Minor's participation in the Event(s), including racing and spectating, 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.
5. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Owner, KXCR, LLC, the promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operators, track owners, officials, vehicle owners, drivers, builders and designers, crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, equipment and parts manufactures and suppliers, advertisers, owners and lessees/licensees of premises used to conduct the EVENT, premises and event inspectors, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT and for each of them, their directors, officers, 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 ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, 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.
6. 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 DEFEND, 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 MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
7. I agree that by allowing the Minor to participate in the EVENT, whether by competing in a race or as a spectator, the sports and/or recreational activity in which the Minor is being allowed to participate is dangerous and has been made known to me clearly and conspicuously in this writing and I agree that this sports and recreational activity is a special circumstance which should permit pre-injury waiver on the Minor's behalf. Therefore, as described in ¶ 6, I agree to indemnify and hold harmless the RELEASEES for any claim or damage that is or may be asserted on behalf of the Minor or by the Minor himself after he reaches the age of majority or any claim for loss of consortium asserted by any person.
8. 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 OF 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.

_____	_____	_____
Signature of Parent(s) / Guardian(s)	Printed Name of Parent(s)/Guardian(s)	of Date
_____	_____	_____
Signature of Witness	Printed Name of Witness	Name and Age of Minor Participant

COMMONWEALTH OF _____
COUNTY OF _____

I, the undersigned NOTARY PUBLIC, do hereby certify that the foregoing PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT was subscribed, sworn to, and acknowledged before me by:

on this the _____ day of _____, 20____.

NOTARY PUBLIC
My Commission expires: _____