

MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

(READ CAREFULLY BEFORE SIGNING)

KENNEDALE SPEEDWAY PARK - 6727 Hudson Village Creek Kennedale, TX 76060 - 2016 RACING SEASON

Name of Event _____ Location _____ Date(s) Held _____

IN CONSIDERATION of being allowed to participate in any way in the motorsport event or activity indicated above and/or being permitted to enter for any purpose any restricted area (herein defined as any area wherein admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the above motorsport activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate.
2. I/we fully understand and acknowledge that:
 - (a) There are risks and dangers associated with participation in motorsport events and activities which could result in bodily injury, partial and/or total disability, paralysis and death.
 - (b) The social and economic losses and/or damages, which could result from those risks and dangers described above, could be severe.
 - (c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the "Releasees" named below.
 - (d) There may be other risks not known to us or are not reasonably foreseeable at this time.
3. I/we accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the "Releasees" named below.
4. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the promoter, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, car owners, drivers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners, lessees of premises used to conduct the event and each of them, their officers, agents and employees, all for the purposes herein referred to as "Releasees," from all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next of kin for any and all claims, demands, losses or damages on account of any injury, including but not limited to the death of the participant or damage to property, caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise.
5. On behalf of the participant and individually, the undersigned parent(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite this release, the participant makes a claim against any of the "Releasees," the parent(s) and/or legal guardian(s) will reimburse the "Releasees" and their insuring company for any money which they have paid to the participant, or on his behalf, and hold them harmless.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY WITHOUT INDUCEMENT.

1. I HAVE READ THIS RELEASE

Parent or Guardian (Signature/Relationship) _____

_____ Date

2. I HAVE READ THIS RELEASE

Parent or Guardian (Signature/Relationship) _____

_____ Date

Printed Name of Participant: _____

Address of Participant: _____

Printed Name of Parent or Guardian: **1.** _____

Printed Name of Parent or Guardian: **2.** _____

(LAST NAME) (minor child)

(FIRST NAME)

CONSENT TO MEDICAL TREATMENT

I, _____, the (parent) (guardian) of _____, a minor child whose birth date was _____ and who is the child of _____ and _____ hereby authorizes any duly authorized doctor, hospital or other medical facility to treat said minor on or after _____ for the purpose of attempting to treat or relieve any injuries received by said minor while he was a participant or observer at _____.

I authorized any licensed physician to perform any procedure which he deems advisable in attempting to treat or relieve any injuries or any related unhealthy condition of said minor that he may encounter during any necessary operation.

I consent to the administration of anesthesia as deemed advisable by any licensed physician.

I realize and appreciate that there is a possibility of complications and unforeseen circumstances in any medical treatment and I assume any such risk on the behalf of myself and said minor I acknowledge that no warranty is being made as to the results of any treatment.

NAME

RELATIONSHIP TO MINOR

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____ who acknowledged that he has read the above and foregoing instruments and that the execution of both was his voluntary act and deed and that all statements therein are true and correct.

Witness my hand and seal this _____ day of _____, _____.

Notary Public in and for

County, _____

My Commission Expires: _____