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IMPORTANT LEGAL DOCUMENT – READ CAREFULLY

**MINOR CHILD RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION of allowing the MINOR CHILD NAMED BELOW to compete, officiate, observe, work for, volunteer, attend or participate in any way (collectively "Participate" or "Participation") in ANY IMSA organized, sanctioned, promoted, ancillary or related events or activities (collectively "Event") for and during the calendar year 2012 (and any subsequent years THE MINOR CHILD may Participate) 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 or paddock area), EACH OF THE UNDERSIGNED, ON BEHALF OF THE MINOR CHILD, AS PARENT OR GUARDIAN, and for his/her, AND THE MINOR CHILD's personal representatives, executors, administrators, trustees, guardians, successors, assigns, heirs and next of kin agrees:

1. The Events are conducted by IMSA in its capacity as a private member organization and are not a service rendered to the public at large.
2. THE MINOR CHILD NAMED BELOW does not currently have a Guardian Ad Litem, executor, administrator, trustee or any other fiduciary (collectively "GUARDIAN") having authority, named or appointed, in any manner, to handle the affairs of the MINOR CHILD NAMED BELOW other than the UNDERSIGNED PARENT OR GUARDIAN. The UNDERSIGNED PARENT OR GUARDIAN HEREBY REPRESENTS AND WARRANTS TO IMSA AND THE RELEASEES HEREINAFTER SET FORTH THAT THEY HAVE FULL, COMPLETE AND UNRESTRICTED AUTHORITY TO ACT ON BEHALF OF THE MINOR CHILD NAMED BELOW. **If the MINOR CHILD NAMED BELOW does have a GUARDIAN to handle the affairs of the MINOR CHILD NAMED BELOW, the UNDERSIGNED PARENT OR GUARDIAN HEREBY REPRESENTS AND WARRANTS TO IMSA AND THE RELEASEES HEREINAFTER SET FORTH THAT THE GUARDIAN HAS CONSENTED TO AND AUTHORIZED THE PARTICIPATION OF THE MINOR CHILD UNDER AND PURSUANT TO THE TERMS AND CONDITIONS HEREIN PROVIDED and the UNDERSIGNED PARENT OR GUARDIAN IS ACTING PURSUANT TO SUCH AUTHORIZATION.**
3. THE MINOR CHILD AND PARENT OR GUARDIAN will immediately inspect the RESTRICTED AREA upon entering same and warrant their entry therein and/or the MINOR CHILD's Event Participation constitutes an acknowledgement they have inspected the RESTRICTED AREA and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at any time in the RESTRICTED AREA they believe something is unsafe, they will bring it to the attention of an official, and they will remove themselves AND THE MINOR CHILD from the RESTRICTED AREA and the MINOR CHILD will withdraw from Participation in the Event.
4. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE PARENT OR GUARDIAN AND THE MINOR CHILD NAMED BELOW HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE IMSA, its parent, subsidiaries, or any affiliated entities, including, but not limited to, any other racing associations or series, sanctioning organizations or any affiliated entities thereof, track operators, track owners, participants, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners, vendors, lessors, and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others 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 of which are hereinafter collectively referred to as the "Releasees"), FROM ALL LIABILITY TO THE PARENT OR GUARDIAN OR THE MINOR CHILD NAMED BELOW, AND FOR EACH OF THE PARENT OR GUARDIAN OR MINOR CHILD NAMED BELOW, EACH OF THEIR personal representatives, executors, administrators, trustees, guardians, successors, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OF THE MINOR CHILD NAMED BELOW OR RESULTING IN DEATH OF THE MINOR CHILD NAMED BELOW ARISING OUT OF (directly or indirectly) OR RELATED (directly or indirectly) TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
5. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE PARENT OR GUARDIAN AND THE MINOR CHILD NAMED BELOW HEREBY AGREE TO INDEMNIFY, RELEASE, SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any loss, liability, damage, or cost (including

reasonable attorney fees), of whatsoever nature or description, they may incur due to claims brought against the Releasees arising out of any injury or death or damage to property of the THE PARENT OF GUARDIAN OR THE MINOR CHILD NAMED BELOW while they are in the RESTRICTED AREAS and/or while THE MINOR CHILD NAMED BELOW Participates in the EVENT(S) and whether caused by the negligence of the RELEASEES or otherwise.

6. THE PARENT AND OR GUARDIAN NAMED BELOW HEREBY ACKNOWLEDGES THE EVENT IS POTENTIALLY VERY DANGEROUS AND MAY INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE TO THE MINOR CHILD NAMED BELOW. THE PARENT OR GUARDIAN NAMED BELOW ALSO EXPRESSLY ACKNOWLEDGES ANY INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES. THE PARENT OR GUARDIAN AND THE MINOR CHILD NAMED BELOW HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE TO THE MINOR CHILD NAMED BELOW ARISING OUT OF OR RELATED (DIRECTLY OR INDIRECTLY) TO THE EVENT WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
7. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE PARENT AND OR GUARDIAN NAMED BELOW HEREBY agrees that this MINOR CHILD Release and Waiver of Liability, Assumption of Risk 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 Province or State 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.
8. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE PARENT OR GUARDIAN NAMED BELOW HEREBY agrees this Agreement shall be binding upon and enforceable against him/her, AND THE MINOR CHILD NAMED BELOW, and for each of the PARENT OR GUARDIAN BELOW OR THE MINOR NAMED BELOW, each of their personal representatives, spouse, executors, administrators, trustees, guardians, successors, assigns, heirs, and next of kin without limitation and shall be in full force and effect for all EVENT(S) in which the MINOR CHILD NAMED BELOW PARTICIPATES.
9. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, this release and waiver of liability, assumption of risk and indemnity agreement shall include in its effect all claims or controversies of whatsoever nature or description, known or unknown, suspected or unsuspected, fixed or contingent arising, directly or indirectly, from the Events in which THE MINOR CHILD NAMED BELOW shall Participate. THE PARENT OR GURDIAN AND THE MINOR CHILD NAMED BELOW acknowledges there is a risk subsequent to the execution of this agreement, THE PARENT OR GUARDIAN AND THE MINOR CHILD may discover, incur or suffer claims which were unknown or unanticipated claims which arose from, are based upon or are related to the Events in which THE MINOR CHILD NAMED BELOW may Participate, which if known by THE PARENT OR GUARDIAN OR THE MINOR CHILD NAMED BELOW as of the date of execution of this agreement would have materially affected the decision of THE PARENT OR GUARDIAN OR THE MINOR CHILD NAMED BELOW to execute this agreement. THE PARENT OR GUARDIAN AND THE MINOR CHILD NAMED BELOW acknowledge and agree by reason of their execution of this agreement; they are assuming all risk of all unknown and unanticipated claims and agree their release of the Releasees applies with equal effect to all such claims. THE PARENT OR GUARDIAN AND MINOR CHILD NAMED BELOW expressly waive whatever benefits they may have under Section 1542 of the California Civil Code (and other state similar statutes to the fullest extent permissible by applicable law), which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." This agreement is intended in its effect to include any known, unknown, suspected or unsuspected claims of whatever nature or description.
10. **The Parent or Guardian named below acknowledges, agrees and understands that this Minor Child Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement is not meant in its effect to be violative of applicable law, but, rather, is meant to have in its effect the fullest and most complete release and waiver of liability, assumption of risk and indemnity provisions permissible by applicable law according to the terms and conditions herein set forth. The Parent or Guardian named below understands and agrees that should the scope of any provision of this Minor Child Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement be declared too broad to permit enforcement of such provision to its full extent or otherwise declared too broad to permit enforcement of this Minor Child Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, then such provision and this Minor Child Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement shall not be invalidated but rather enforced to the maximum extent permitted by applicable law.**

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READ CAREFULLY BEFORE SIGNING

THE PARENT OR GUARDIAN HAS READ THIS MINOR CHILD RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTANDS IT HAS GIVEN UP SUBSTANTIAL RIGHTS OF THE MINOR CHILD AND OF ITSELF BY SIGNING IT, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO HIM/HER AND HE/SHE INTEND THIER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW IN EVERY JURISDICTION IN WHICH THE MINOR CHILD PARTICIPATES IN AN EVENT. THE UNDERSIGNED PARENT OR GUARDIAN UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT THEY ARE ACTING ON BEHALF OF AND IN THE PLACE AND STEAD OF THE MINOR CHILD AND WILL BE LIABLE TO THE RELEASEES TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR THE ENFORCEMENT OF THE TERMS, COVENANTS AND AGREEMENTS HEREIN CONTAINED. I/WE ACKNOWLEDGE AND AGREE THAT FAILURE TO WITNESS OR NOTARIZE THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.

1. **I HAVE READ THIS RELEASE**

Parent or Guardian (Signature)



Father/Mother/Guardian
(Circle One)

Date

I represent that I have sole legal custody or am the sole parent/guardian
(INITIAL)

Father/Mother/Guardian
(Circle One)

2. **I HAVE READ THIS RELEASE**

Parent or Guardian (Signature)

Date

Printed name of MINOR Participant: _____ Date of Birth ____/____/____

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 of _____ A.D.20__

Signature of Event Official or Notary Public

Printed Name of Event Official or Notary Public

County, State of _____ My Commission Expires: _____