



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

USERA, Inc. DBA Dan River Grand Prix
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IN CONSIDERATION of my minor child ("the Minor") begin permitted to participate in any way in the EVENT(S) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined as any area requiring special authorization, credentials, or permission to enter or any area which admission by the general public is restricted or prohibited), I agree:

- 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 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 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 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 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 these Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINORS 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, KNOW 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.
- 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, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners 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 each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM LIABILITY TO ME, THE MINOR, my and the minor's personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIMS, DEMANDS THEREFORE ON ACCOUNT OF INJURY TO ME OR THE MINOR, including, but not limited t, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
- 5. If, despite this release, I or the Minor, or anyone in the Minor's behalf, makes 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 MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- 6. ACKNOWLEDGES that I am fully responsibility of the actions the myself and the Minor at all times. If any Dan River Grand Prix employee feels that I or the Minor have done anything that could endanger another customer, employee, or ourselves, that employee has the right to stop all racing. Dan River Grand Prix has the right to forfeit any activity if actions are not deemed safe. If any damage occurs due to my or the Minor's actions, I am therefore responsible for the costs of all repairs and damages to the karts and the facility. Due to my or the Minor's negligence, our privileges to the race track may be revoked permanently.
- 7. I sign this agreement on my own behalf and on the behalf of the minor.

In signing the foregoing Parental Consent, Release and waiver of Liability, Assumption of Risk and Indemnity Agreement, I acknowledge and represent:

- ✓ The Releasees possess the rights to utilize my name, the Minor's and/or images or likenesses incidental to any promotional activities related to the facility events, and/or activities.
- ✓ That the Minor is 8 years or older.
- ✓ That the Minor is at least 54 inches tall.
- ✓ That the Minor is not now pregnant.
- ✓ That the Minor has not consumed alcohol or drugs which may affect the Minor's ability to drive a kart in a safe manner.
- ✓ That the Minor does not suffer from a heart condition, high blood pressure or other medical condition which may be aggravated by participation in Event(s).
- ✓ That I and the Minor have taken notice of and will obey all Dan River Grand Prix rules and regulations.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHT 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.

Name of Minor Participant: _____ DOB of Minor Participant: _____

Racing Nickname of Minor Participant: _____

Signature of Parent or Guardian: _____ Print Name of Parent or Guardian: _____

Date: _____ Email Address: _____