# **////INASCAR**®

Addendum "A"

## PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY

## ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

### (Please Complete Both Sides of Agreement)

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:

- 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 and I will have the minor make such inspections. 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 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 of others participating in the Event(s) the rules of the Event(s), and the negligent enforcement thereof, the condition, operation, design, and layout of the premises and equipment, or lack or insufficiency thereof, 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 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 CAUSES, IN WHOLE OR IN PART, BY THE NEGLIGENCE, INCLUDING NEGLIGENT RESCUE OPERATION 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 owner, drivers, pit crews, rescue personnel, any persons in any Restricted Area, 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 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, 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".
- 5. 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 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 .
- 6. I sign this agreement on my own behalf and on behalf of the Minor as the authorized parent or guardian 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.

#### I HAVE READ THIS RELEASE

Signature of Parent or Guardian

Printed Name of Parent or Guardian

Date

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# PARENTAL CONSENT BROADCAST AND ADVERTISING RELEASE

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:

- 1. NASCAR, its duly authorized agents and assigns, may use, on a non-exclusive basis Minor' name, likeness and performance, including photographs, images and sounds of the Minor with respect to which Minor participates or appears in NASCAR-sanctioned events, in any way, medium or material (including but not limited to broadcasts by and through television, cable television, radio, pay-per-view, closed circuit television, satellite signal, digital signal, film productions, audiotape productions, transmissions over the Internet, public and private online services authorized by NASCAR, sales and other commercial projects, and the like) for promoting, advertising, or reporting any NASCAR-sanctioned event, or related telecast or programming before, during and after such event and for promoting or advertising the NASCAR Hall of Fame, and I, on behalf of Minor, do hereby relinquish to NASCAR in perpetuity all rights thereto for such purpose.
- 2. I, on behalf of Minor, acknowledge that NASCAR exclusively and in perpetuity owns any and all rights to broadcast, transmit, film, tape, capture, overhear, photograph, collect or record by any means, process, medium or device (including but not limited to television, cable television, radio, pay-per-view, closed circuit television, satellite signal, digital signal, film productions, audiotape productions, transmissions over the Internet, public and private online services authorized by NASCAR, sales and other commercial projects, and the like), whether or not currently in existence, all images, sounds and data (including but not limited to in-car audio, in-car video, in-car radio, other electronic transmissions between cars and crews, and timing and scoring information) arising from or during any NASCAR event and that NASCAR is and shall be the sole owner of any and all intellectual property rights (including, but not limited to, patents, copyrights, trademarks, design rights, and other proprietary rights) worldwide in and to these works and in and to any other works, copyrightable or otherwise created from the images, sounds and data arising from, during or in connection with any NASCAR Event. In addition to the extent not already owned by NASCAR, I, on behalf of Minor, hereby assign to NASCAR exclusively and in perpetuity any and all rights set forth above.

#### I HAVE READ THIS RELEASE

Signature of Parent or Guardian

Printed Name of Parent or Guardian

Date

Print Name of Minor Participant

# MINOR'S ASSUMPTION OF RISK ACKNOWLEDGMENT

I have obtained my parent's consent to participate in the EVENT(S). I understand that I am assuming all of the risks if I get hurt during the EVENT(S) and I state the following:

- 1. My parent and I believe I am qualified to participate in the EVENT(S). I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the EVENT(S).
- 2. I UNDERSTAND THAT THE ACTIVITIES OF THE EVENT ARE VERY DANGEROUS AND INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.
- 3. I KNOW THAT THESE RISKS AND DANGERS MAY BE CAUSED BY my 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 OTHERS, INCLUDING THOSE PERSONS RESPONSIBLE FOR CONDUCTING THE EVENT(S).
- 4. I ACCEPT AND ASSUME ALL SUCH RISKS OF BEING HURT OR KILLED, and want to be allowed to participate in the EVENT(S).

I HAVE READ THE ABOVE ASSUMPTION OF RISK ACKNOWLEDGMENT, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.

#### I HAVE READ THIS RELEASE

Signature of Minor Participant

Date Release Signed

Print Name of Minor Participant

Age of Minor Participant