

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

Pacific Rim ProFormance, Inc. – Racing/Driving School – Pacific Raceways

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DESCRIPTION AND LOCATION OF EVENT(S)

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 that requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree that:

1. I understand 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 have or will inspect the premises, facilities, and equipment to be used, or with which the Minor may come in contact before the Minor participates in the Event(s). IF I OR THE MINOR BELIEVE THAT ANY ASPECT OF THE PREMISES, FACILITY, OR EQUIPMENT 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, DEATH AND PROPERTY DAMAGE (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 those Risk(s) COULD BE SEVERE AND COULD 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, BOTH KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING ANY SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, AND/OR PROPERTY DAMAGES, 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 the Restricted Area, sponsors, advertisers owners and lessees or 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, and all other persons or entities associated in any way with the Event(s), including but not limited to 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.

5. If despite this release, I, the Minor or anyone on my or 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, ATTORNEYS 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. I sign this agreement on my own behalf and on behalf of the Minor and acknowledge that I am the parent of the Minor and/or the legal guardian of the Minor. If I have any doubts concerning the contents of this release agreement, I will consult an attorney before signing it.

7. I understand that I am fully financially responsible for any damage to an ProFormance Racing School Car issues to me for use in the school. This responsibility is mine regardless of the actual cause of the damage that occurred.

**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 OR DURESS.**

_____ Signature of Parent or Guardian	_____ Printed Name of Parent or Guardian	_____ Date
_____ Signature of Witness	_____ Printed Name of Witness	_____ Name and Age of Minor