

**PARENTAL CONSENT, ASSUMPTION OF RISK, RELEASE OF CLAIMS,
COMPLETE WAIVER, AGREEMENT NOT TO SUE,
and INDEMNITY AGREEMENT**

IN CONSIDERATION of my minor child (the "Minor") being permitted to use the property and services (the "Facilities") of Buckeye Raceway LLC, its employees, directors affiliates, heirs, landlords, leasing company, sponsors and/or agents ("Operator"), the undersigned Parent or Guardian ("Parent") for himself/herself, and his/her personal representatives, heirs, spouse, other parents or guardians of the Minor, and next of kin, represents and hereby agrees to:

- 1. Assume any and all risks** relating to or arising from Minors use or presence upon the Facilities, including without limitation, the risks of death, bodily injury or property damage resulting from the use of the Facilities, collisions involving his/her vehicle with other vehicles, barriers, people, objects, the risk of the vehicle traveling through or under a barrier, sudden impacts, injuries to extremities whether inside or outside of the vehicle, fire, explosion, the unavailability of emergency medical care, or deliberate or negligent acts of another person;
- 2. Agree to instruct the Minor that:** (a) participating in or being present for events at Buckeye Raceway IS VERY DANGEROUS and involves RISK OF INJURY and/or DEATH and/or PROPERTY DAMAGE; (b) that INJURIES may be compounded or increased by NEGLIGENT RESCUE OPERATIONS OR PROCEDURES of Operator; and (c) injuries or other losses arising from using the Facility COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE. I will instruct the Minor that if he/she observes any condition or behavior with he/she believes may be unsafe, he/she should immediately advise Buckeye Raceway personnel and immediately leave the area and/or discontinue participation in that portion of the event which he/she believes may be unsafe;
- 3. Release the Operator** from any and liability to me and/or Minor and hereby **RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE OPERATOR, PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN, FOR ANY AND ALL INJURIES, LOSS OR DAMAGE ARISING FROM DEATH OR ARISING ANY FROM INJURY TO ME, THE MINOR, OTHER PERSONS, OR PROPERTY, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE;**
- 4. Agree** to indemnify and defend the Operator, its directors, officers, agents and employees, from any loss, liability, judgments, damage or cost (including legal expenses and attorney fees) they may incur arising out of, or related to, the use of the Facility, whether caused by the negligence of Operator or otherwise;
- 5. Waive** the protection of any law or statute whose purpose or effect is to provide that a general release shall not extend to any claims, material or otherwise, which the person giving the release or suspect to exist at the time of executing the release;
- 6. Pay** for any damages to equipment or the Facility caused by the Participant whether negligently, accidentally or willfully;
- 7. Assure the Participant is Fit to Participate.** I understand the nature of indoor karting and the Minor's experience and capabilities. The Minor is in good health and is qualified to participate. The Minor does not have any physical or mental condition which would make his/her presence or participation unsafe to the Minor or other participants or spectators. The Minor will not be under the influence of any legal drug which would impair his/her ability to participate safely in the events or to understand and comply with oral or written directions.

I HAVE READ THIS AGREEMENT AND I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AND MY MINOR CHILD SURRENDER VALUABLE RIGHTS BY SIGNING IT AND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MEER RECITAL. I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Parent/Undersigned agrees that Buckeye Raceway may use any photo, video or other likeness of minor for advertising and other promotional materials for Buckeye Raceway.

PARENT OR GUARDIAN:

Signature: _____ Phone Number: _____

Print Name: _____ E-Mail: _____

Date: _____ Address: _____
City _____

NAME OF MINOR:

Print Name: _____ State _____ Zip _____

Minor's Date of Birth: _____

