

IMPORTANT NOTICE
THIS AGREEMENT SHALL APPLY TO ANY AND ALL WINTERPORT DRAGWAY ASSOCIATION EVENTS OR ACTIVITIES ("EVENTS")
PARENT/GUARDIAN RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
FOR PERSONS UNDER AGE 18

IN CONSIDERATION of ALLOWING MY BELOW-NAMED MINOR CHILD ("the minor") to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as the advanced staging area, burn out area, competition area, shutdown area, staging lanes, return road area, and any other area within the barriers, fences, and/or structures separating the general public from racing activities), I, THE UNDERSIGNED, on behalf of the minor child, for myself individually and for my children, wards, personal representatives, heirs, and next of kin:

1. Represent and agree that I know the nature of the EVENT(S) and the minor's experience and capabilities, and I affirm that the minor is fit and qualified to participate in the EVENT(S).
2. Agree and represent that I and the minor have or will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS and further agree and warrant that, if at any time, we are in or about RESTRICTED AREAS and believe anything of any nature to be unsafe or unsatisfactory in any way, we will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
3. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any affiliated entities thereof, track operators, track owners, officials, vehicle owners, builders and designers, drivers, crews, rescue personnel, and persons in any RESTRICTED AREA, promoters, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters/brokers, 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, (the "RELEASEES") FROM ALL LIABILITY TO ME, to the minor, and to my children, wards, personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMAND THEREFORE ON ACCOUNT OF INJURY TO PERSON OR PROPERTY OR RESULTING IN DEATH ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
4. HEREBY AGREE that if, despite signing this Agreement, I, the minor, or anyone on the minor's behalf, makes a claim for loss or damage against any of the Releasees, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, FEES OR COSTS they may incur arising out of or related IN ANY MANNER TO MY OR THE MINOR'S ATTENDANCE AT OR PARTICIPATION IN THE EVENT(S), AND WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
5. HEREBY acknowledge and agree that THE EVENT(S) ARE DANGEROUS and involve the risk of serious injury, death and/or property damage. I also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
7. HEREBY agree that this Parent/Guardian Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement for Persons Under 18 ("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 State or Province in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS FOR MYSELF AND FOR OTHERS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE FOR THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I HAVE READ THIS AGREEMENT

1. _____ Father/Mother/Guardian _____
 Parent or Guardian (Signature) (Circle One) Date

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

I HAVE READ THIS AGREEMENT

2. _____ Father/Mother/Guardian _____
 Parent or Guardian (Signature) (Circle One) Date

Printed Name of MINOR Participant: _____ D.O.B. _____

Address of Participant: _____

Printed Name of Parent or Guardian: 1. _____

Printed Name of Parent or Guardian: 2. _____

**WINTERPORT DRAGWAY ASSOCIATION
MINOR'S PARTICIPATION AND ASSUMPTION OF RISK STATEMENT**

ALL EVENTS

ALL DATES

DESCRIPTION AND LOCATION OF EVENT

DATE OF EVENT

I have my parent's permission to participate in this event. "Participate" includes driving, working on cars, helping in some way, being in the "restricted area", or watching the event. I understand that the "restricted area" is a place I need special permission to be in, such as the race track itself and the area close to it. If I don't know if an area is restricted or not, I will ask an event official. I understand that I am assuming the risks of getting hurt during the event, and by signing my name below I state the following:

1. My parents (or guardians) and I believe I am qualified and fit to participate in the event. I will carefully look at the place where this event is being held, and the equipment at this place, and if, at any time, I think ANYTHING is unsafe, I will leave right away and refuse to participate further in the event.
2. I understand that the ACTIVITIES OF THE EVENT ARE **DANGEROUS** and by participating in the event, there is the RISK AND DANGER that I could be **BADLY HURT, PARALYZED OR KILLED**. I understand that these risks and dangers can be unexpected. Even though I could get seriously injured or killed in this event, I still want to participate.
3. I know that these risks and dangers may be caused by what I do or fail to do, by the actions or inactions of people participating in the event, by the rules of the event, by the condition and layout of the event location and equipment, and/or by the **NEGLIGENCE OR CARELESSNESS** of others, including the people responsible for putting on the event.
4. I ASSUME ALL THESE **RISKS**, EVEN IF THE RISKS ARE CAUSED BY THE **NEGLIGENCE OR CARELESSNESS** of the promoters, participants, racing associations, sanctioning organizations, or any of its subdivisions, track operators, track owners, equipment and parts manufacturers and suppliers, officials, car owners, builders and designers, drivers, pit crews, rescue personnel, any persons in any restricted areas, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners, and lessees of premises used to hold the events, premises or event inspectors, surveyors, underwriters, consultants, and any other person or entity who gives recommendations, directions, or instructions, or engages in risk evaluation, loss control activities or sales regarding the premises or events, and each of them, their directors, officers, agents, and employees.
5. I have read this Statement, I understand it, I have discussed it with my parents (or guardians), I have their permission to sign it, and I agree to make this my own truthful Statement.

I HAVE READ THIS STATEMENT

SIGNATURE OF MINOR PARTICIPANT

DATE

PRINTED NAME OF MINOR PARTICIPANT

AGE

I HAVE READ THIS STATEMENT

SIGNATURE OF PARENT OR GUARDIAN

PRINTED NAME OF PARENT OR GUARDIAN