



## 2018 MINOR'S CONSENT AND LIABILITY RELEASE

### **TO BE READ AND SIGNED BY PARENT/LEGAL GUARDIAN BEFORE MINOR CHILD IS ISSUED LICENSE AND/OR CREDENTIALS FOR PARTICIPATION IN AND/OR ACCESS TO THE PREMISES OF AN SRL SOUTHWEST TOUR SERIES EVENT, INCLUDING CERTAIN RESTRICTED AREAS.**

On behalf of the minor child, I request SPEARS Southwest Tour Series (SRL) and/or promoter of the SRL racing event ("Event Promoter") to permit the minor child to participate in any way in the Events and/or provide the minor child with credentials, which will authorize said minor to have access to certain SRL event race track premises, including certain restricted areas, spectator viewing and parking areas and all other area requiring a ticket or credential for admission (in each instance, the "Track"). In consideration for the granting of this privilege, I the undersigned parent/legal guardian, for myself, the minor child, and the heirs, assigns and personal representatives of said minor, do hereby agree to the following conditions.

#### **CONDITIONS:**

1. **I AGREE** that the privileges extended to the minor child **WILL EXPIRE ON DECEMBER 31, 2018, WILL NOT BE TRANSFERRED TO ANOTHER AND CAN BE REVOKED** at any time and for any reason which SRL and/or the Event Promoter determines in its discretion to be desirable, including, but not limited to, improper attire, misconduct, or misuse of any privilege granted to said minor.
2. **I UNDERSTAND AND AGREE** on behalf of the minor child, any employer of said minor and/or each third party said minor represents, that SRL exclusively and in perpetuity owns, in connection with any and all SRL official sanctioned functions and activities at a Track including without limitation, promotions, open tests, practices, qualifications, races and award ceremonies as well as in connection with all photographs, video reproductions, audio reproductions, films or still and/or motion pictures, images, sounds, data (including without limitation in-car audio, in-car radio, other electronic transmissions between cars and crews and timing and scoring information), radio and television broadcasts and other reproductions or depictions of any such Event or any portion thereof, including without limitation pictures, images and sound of said minor and/or any vehicle(s) relating to my participation in the Event, alone or with others, through any and all media whether now known or hereafter discovered, and to copyright, reproduce, distribute, display, perform, sell, license and otherwise dispose of the same for any purpose whatsoever, including the advertising and exploitation thereof, together with alterations and derivative works of each of the above. I agree that said minor hereby assigns to SRL exclusively and in perpetuity any and all rights set forth above. I agree that said minor represents and warrants to SRL that as of the date of this Agreement, said minor has not granted any third party the right described herein. I agree that said minor will take all steps reasonably necessary, and all steps requested by SRL, to protect, perfect or effectuate SRL's ownership and other interest in these rights. Without limiting the foregoing rights of SRL, I agree that said minor not take any action, nor cause others to take any action, nor enter into any third party agreement which would contravene, encroach or infringe upon these SRL rights. I agree that said minor will not reproduce, sell or otherwise use or exploit any photograph, film, video, audio, depiction or reproduction of the Track or SRL's or the Event Promoter's trademarks, name, events or other property, or assist another party in doing any of the foregoing, with out SRL's and the Event Promoter's prior written consent.
3. **I UNDERSTAND** that the minor child's presence on the premises of the Track can expose said minor to dangers both from known risk and unanticipated risk. Acknowledging that such risk exists, I, for myself and on behalf of said minor, hereby release, discharge and hold harmless, SRL, the Event Promoter, Track owners and/or licensee, and race participants, and their officers, representative, agents, employees, members, owners, successors, assigns, and affiliates, from any and all claims or liability for personal injury, including death, or property damage said minor may suffer while on the premises of the Track, or in any way resulting from, arising in connection with, or related to the Event, including, but not limited to, any claims arising out of any condition of the premises of the Track or the conduct or any person in connection with the preparation for, supervision of, or conduct of any Event or Event-related activity. I specifically release for myself and on behalf of said minor, SRL, the Event Promoter, Track owner and/or licensee and race participants, and their officers, representatives, agents employees, members, owners, successors, assigns, and affiliates, for the negligence, in any form, of SRL and/or the Event Promoter and/or Track owner and/or licensee

and/or participants and/or the officers, representatives, agents, employees, members, owners, successors, assigns, and affiliates of SRL, the Event Promoter, Track owner and/or licensee or race participants (collectively, “Released Parties”). In signing this release, **I FULLY RECONGNIZE THAT IF THE MINOR CHILD IS HURT AND/OR PROPERTY IS DAMAGED WHILE ON THE PREMISES OF THE TRACK AND/OR IN CONNECTION WITH THE EVENT, SAID MINOR WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY OR ANY OF THEM CAUSED SAID MINOR’S DEATH, INJURY OR DAMAGE**

The term “race participant” shall include any person or entity along with their representatives, agents, employees, and affiliates that are in any way associated or connected with the Track or Event including but not limited to track owners, race promoters, racing associations, sanctioning organizations, officials, entrants, car owners, drivers, pit crew members, safety crew members, medical personnel, sponsors, manufacturers, designers, advertisers, inspectors, construction contractors, engineers, architects, insurers, and all persons in a restricted area.

4. **I AGREE** to indemnify and hold harmless SRL, the Event Promoter, Track owner and/or licensee and/or race participants together with the officers, representatives, agents, employee, members, owners, successors, assigns, and affiliates of SRL, the Event Promoter, Track owner and/or licensee and/or race participants, for all lawsuits, claims, damages, costs and attorneys’ fees which arise out of the minor child’s presence on the premises of the track and/or my violation or my representative’s violation of any provision of this Minor’s Consent and Liability Release, including, but not limited to, the transfer or attempted transfer of the credential without the written permission of SRL. This provision will apply regardless of whether or not the lawsuit, claim, damages, costs and/or attorneys’ fees arise out of the negligence of any of the indemnities. As I am releasing any claim the minor child’s family, guardian, representative and/or estate might wish to make by reason of the minor child’s injury or death, this indemnity provision shall specifically apply to such actions and any action in any way arising out of the minor child’s injury or death.
5. **I UNDERSTAND** that SRL may require the minor child to complete a medical history form and/or complete and pass a medical examination as prescribed by SRL to determine the minor child’s physical and psychological fitness to participate in the Events and/or receive a credential if requested. I hereby agree to waive for myself and on behalf of said minor any and all claims regarding such testing, including without limitations claims of invasion of privacy and/or breach of confidentiality of information relating to testing and testing results.
6. **I AGREE** that this Minor’s Consent and Liability Release is governed by California law and its interpretation is subject to the exclusive jurisdiction of a court in Sacramento County, California.

**READ YOUR AND THE MINOR CHILD’S LEGAL RIGHT ARE AFFECTED.**

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian                      Signature of Parent/Legal Guardian                      Date Signed.

\_\_\_\_\_  
Printed Name of Witness    Signature of Witness    Date Signed

Name of Minor Participant \_\_\_\_\_

**ACKNOWLEDGMENT OF MINOR CHILD**

I acknowledge that I have obtained my Parent/Legal guardian’s consent to enter and participate in the events and to access restricted areas of the Track for a SPEARS Southwest Tour Series event. I understand that my participation in the Events and/or presence in restricted areas are very dangerous and may involve my risk of serious injury or death. I accept and assume all such risk and acknowledge the above parent/legal guardian’s rights to sign the Minor’s Consent and Liability Release on my behalf.

I have read the above assumption of risk acknowledgment, along with the Minor’s Consent and Liability Release, understand what I have read, and voluntarily sign this acknowledgment.

\_\_\_\_\_  
Printed Name of Minor Participant                      Signature Name of Participant                      Date Signed

\_\_\_\_\_  
Printed Name of Witness    Signature Name of Witness    Date Signed