

**WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
FOR MINORS IN RESTRICTED AREAS, DRIVING OR RIDING**

Thompson Speedway Motorsports Park/ Thompson, MA
PCA EVENT NAME / LOCATION

05/26/23 - 05/28/23
EVENT DATE(S)

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in any Porsche Club of America or PCA Club Racing ("PCA") events or activities (EVENTS) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited including but not limited to the competition area and the hot pit area), I, for myself, my spouse, and my minor child, and their personal representatives, heirs and next of kin, sign this Waiver and Release of Liability and Indemnity Agreement for Minors in Restricted Areas, Driving or Riding ("Agreement") and agree as follows:

1. THE MINOR AND PARENT(S) OR GUARDIAN(S) will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREA and warrant that their entry therein and/or the minor's participation in the EVENTS constitutes an acknowledgment that they have inspected the RESTRICTED AREA and find it safe and reasonably suited for the purpose of its use; and, if at any time they believe anything in the RESTRICTED AREA to be unsafe, they will immediately advise the officials of such and that they will remove themselves from the RESTRICTED AREA and the minor will withdraw from participation in the EVENTS.
2. THE MINOR AND PARENT(S) OR GUARDIAN(S) release, waive, discharge and covenant not to sue PCA or its zones or regions, promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, sponsors, advertisers, owners, lessors, and lessees of premises used to conduct EVENTS, 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 EVENTS and for each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees", FROM ALL LIABILITY TO OURSELVES, our personal representatives, assigns, executors, heirs, and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES OF THE MINOR AND/OR PARENT(S) OR GUARDIAN(S) ON ACCOUNT OF ANY INJURY, INCLUDING, BUT NOT LIMITED TO THE DEATH OF THE PARENT, GUARDIAN OR MINOR OR DAMAGE TO PROPERTY, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF THE RELEASEES OR OTHERWISE.
3. THE PARENT(S) OR GUARDIAN(S) AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS, the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE OR COST, INCLUDING BODILY INJURY OR PROPERTY DAMAGE that they may incur due to the presence of the parent, the guardian or the minor in the RESTRICTED AREA, or in any way while participating in the Events, WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES OR OTHERWISE. The parent or guardian further recognize and agree they are executing this Agreement on behalf of themselves and on behalf of the minor.
4. THE MINOR AND PARENT(S) OR GUARDIAN(S) ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, whether due to the negligence of Releasees or otherwise, while in or upon the RESTRICTED AREA for any purpose including competing, officiating, observing, working or participating in the Events.
5. The MINOR AND PARENT(S) OR GUARDIAN(S) recognize and understand that THE ACTIVITIES OF THE EVENTS ARE VERY DANGEROUS and that there are risks and dangers associated with participation in the EVENTS and admission within the RESTRICTED AREA that could cause severe bodily injury, disability and death. Further, the risks and dangers may be caused by the negligent actions or negligent failure to act of the Releasees and others, including the risk that the INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. THE UNDERSIGNED HEREBY agree that this Waiver and Release of Liability and Indemnity Agreement for Minors in Restricted Areas, Driving or Riding 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 law of the Province or State in which the Events are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE MINOR AND PARENT OR GUARDIAN HAVE READ AND VOLUNTARILY SIGN THIS AGREEMENT WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP AND INTEND THEIR SIGNATURES TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

1. **I HAVE READ THIS RELEASE**

Parent or Guardian (Signature/Relationship)

Date

2. **I HAVE READ THIS RELEASE**

Parent or Guardian (Signature/Relationship)

Date

Signature and Printed Name of Participant/Minor: **I HAVE READ THIS RELEASE** _____ D.O.B. _____

Printed Name of Parent or Guardian: 1. _____

Printed Name of Parent or Guardian: 2. _____

Received by _____
Witness' Signature Witness' Printed Name Address Date