# 2019 RACING SEASON

## MINOR RELEASE AND WAIVER OF LIABLITY AND INDEMNITY AGREEMENT

**BOTH PARENTS MUST SIGN BELOW**

Minor's **FULL** Name: _____ Birthdate: _____

Address:_____

Phone No: _____ Emergency No: _____

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 which 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 know 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 will inspect the premises, facilities, and equipment to be used or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICED 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 VERYDANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involve RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of other 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 "RELEASEEE" NAMED ABOVE; (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 Risks COULD BE SEVERE AND COULD PERMANENTLY 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, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED IN WHOLE OR PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED ABOVE.
4) HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Industry Hills Expo Center, CNC Equestrian Management, City of Industry, the promoters, sponsors, associations, organizations, participants, officials, rescue personnel, landowners, leasees and permittees of the PREMISES, and each of them, and their respective directors, officers, agents, and employees, and all others whether listed herein by name or category or neither, 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 loss or damage, and any claim or demands therefore, on account of injury to the person or property or resulting death of the undersigned, arising out of or related to the undersigned's presence on the Premises of the Industry Hills Expo Center, whether caused by the negligence of the Releasees or otherwise.
5) If, despite, this release, I, the Minor or anyone on the Minor's behalf makes a claim against the "Releasees" named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and their insurance carrier, and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABIITY, 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) In the event that I sustain any injury while in any Restricted Area that any rescue personnel or medical personal may release such medical information about my condition to representatives of Industry Racing, track operator, or track owner, as necessary to allow such individuals to properly report that information to appropriate representatives of the sanctioning organization and/or insurance carriers.
7) I sign this agreement on my own behalf and on behalf of the Minor

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABLITY, ASSUMPTION OF RISK, AND INDEMNIRTY 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.

_____ _____

**Father/Legal Guardian Signature (if under 18)** **Dated** **Mother/Legal Guardian Signature (if under 18)** **Dated**

### MINOR'S ASSUMPTION OF RISK ACKNOWLEDGEMENT

I have obtained my parent's consent to participate in the 2019 Racing Season at Industry Hills Expo Center. I understand that I am assuming all of the risks if I get hurt during the event(s) and I state the following:

1) Both my parents and I believe I am qualified to participate in the event(s). I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the event(s).
2) I understand that the **ACTIVITIES OF THE EVENT ARE VERY DANGEROUS AND INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.**
3) I know that these Risks and dangers may be caused by my 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 others, including those persons responsible for conducting the event(s).

**I HAVE READ THE ABOVE ASSUMPTION OF RISK ACKNOWLEDGEMENT, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY – sign in front of Industry Rep.**

_____ _____

**MINOR'S Signature** **Industry Representative**