

# PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

## CLUB MOTO, LIVERMORE, CA

DESCRIPTION AND LOCATION OF EVENT(S)

**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:

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 IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED 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 VERY DANGEROUS** and participation in the EVENT(S) and/or entry into restricted areas involves **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 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 THE “RELEASEES” NAMED BELOW**; (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 DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW.**
4. **I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE** the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents, and employees, 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 CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, 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 any of the “Releasees” named above, **I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES** and each of them from **ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, 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. I sign this agreement on my own behalf and on behalf of the Minor.

**I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY 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.**

\_\_\_\_\_  
SIGNATURE OF PARENT OR GUARDIAN

\_\_\_\_\_  
PRINTED NAME OF PARENT OR GUARDIAN

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PARENT OR GUARDIAN

\_\_\_\_\_  
PRINTED NAME OF PARENT OR GUARDIAN

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
PRINTED NAME OF WITNESS

\_\_\_\_\_  
NAME and AGE of MINOR PARTICIPANT

# MINOR'S ASSUMPTION OF RISK ACKNOWLEDGEMENT

**CLUB MOTO, LIVERMORE, CA**

DESCRIPTION AND LOCATION OF EVENT(S)

DATE RELEASE SIGNED

I have obtained my parents' consent to participate in the above event(s). 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.**

\_\_\_\_\_  
SIGNATURE OF MINOR PARTICIPANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME OF MINOR PARTICIPANT

\_\_\_\_\_  
AGE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRINTED NAME OF WITNESS