

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

Karting at MSR Houston

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 AREAS (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 AREAS 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, and/or THE ACTS OR OMISSIONS OF ANY OF THE RELEASEES NAMED BELOW ("RELEASEES"), STRICT LIABILITY OF ANY OF THE RELEASEES, OR NEGLIGENCE OF ANY OF THE RELEASEES, INCLUDING BUT NOT LIMITED TO THE SOLE NEGLIGENCE OF ANY OF THE RELEASEES, CONCURRENT NEGLIGENCE OF ANY OF THE RELEASEES OR THE NEGLIGENT RESCUE BY ANY OF THE RELEASEES; (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 RISK(S) 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 ACTS OR OMISSIONS OF ANY OF THE RELEASEES, STRICT LIABILITY OF ANY OF THE RELEASEES, OR NEGLIGENCE OF ANY OF THE RELEASEES, INCLUDING BUT NOT LIMITED TO THE SOLE NEGLIGENCE OF ANY OF THE RELEASEES, CONCURRENT NEGLIGENCE OF ANY OF THE RELEASEES OR THE NEGLIGENT RESCUE BY ANY OF THE RELEASEES.
4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE MSR International, LLC, its direct and indirect interest holders, the promoters, participants, racing associations, sanctioning organization or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREAS, 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 ACTS OR OMISSIONS OF ANY OF THE RELEASEES, STRICT LIABILITY OF ANY OF THE RELEASEES, OR NEGLIGENCE OF ANY OF THE "RELEASEES", INCLUDING THE SOLE NEGLIGENCE OF ANY OF THE RELEASEES, CONCURRENT NEGLIGENCE OF ANY OF THE RELEASEES OR THE NEGLIGENT RESCUE BY ANY 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 DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them for 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 ACTS OR OMISSIONS OF ANY OF THE RELEASEES, STRICT LIABILITY OF ANY OF THE RELEASEES, OR NEGLIGENCE OF ANY OF THE RELEASEES, INCLUDING THE SOLE NEGLIGENCE OF ANY OF THE RELEASEES, CONCURRENT NEGLIGENCE OF ANY OF THE RELEASEES OR THE NEGLIGENT RESCUE BY ANY 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 AND THE MINOR GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE FAULT, ACTS, OMISSIONS, NEGLIGENCE OR STRICT LIABILITY OF ANY OF THE RELEASEES, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

I HAVE READ THIS RELEASE

SIGNATURE OF PARENT OR GUARDIAN

PRINTED NAME OF PARENT OR GUARDIAN

DATE

SIGNATURE OF WITNESS

PRINTED NAME OF WITNESS

NAME & AGE OF MINOR PARTICIPANT

* One waiver per family, list all under 18

Name(s)

Age(s)

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PRINTED NAME OF PARENT OR GUARDIAN

DATE

SIGNATURE OF WITNESS

PRINTED NAME OF WITNESS

NAME & AGE OF MINOR PARTICIPANT

* One waiver per family, list all under 18

Name(s)

Age(s)