

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

The undersigned acknowledges and agrees that this Parental Consent, Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Agreement") is being executed in connection with, and in consideration of, the registration and participation in any event, league, tournament or activity hosted, conducted, sponsored or organized by ERX Properties, LLC, Elk River Extreme Motor Park, Inc., or their respective subsidiaries, owners, lessees or contractors (collectively herein as "ERX"). The undersigned further acknowledges and recognizes that the activities hosted, conducted, sponsored or organized by ERX present a potential for personal injury, including death.

The undersigned personally, or as the parent(s) and/or legal guardian(s) of the minor child or children identified below so participating, waives any claim of the undersigned and/or of the minor child or children identified below against, and releases, discharges and covenants not to sue ERX, their governors, directors, managers, officers, members, shareholders, employees, independent contractors, trainers, coaches, agents, sponsors, and insurers (collectively, the "Released Parties"), from any and all liability, including but not limited to liability for acts or omissions by the Released Parties, from damages, loss or injuries, either to person or property, which the undersigned, or the minor child or children identified below, may sustain while engaged in any activity conducted at, by or in connection with the ERX Motorpark and the ERX related activities. Further, the undersigned personally, or as the parent(s) and natural guardian(s) or legal guardian(s) of the minor child or children identified below, indemnifies and holds the Released Parties harmless from any and all liability from damages, loss or injuries, either to person or property, which the undersigned, or the minor child or children identified below, may sustain while engaged in any activity conducted by or in connection with the ERX Motorpark and the ERX activities. The undersigned further agrees to reimburse or make good any loss, damages or costs that the Released Parties may have to pay if any litigation or claim arises on account of any claim made by the undersigned either for the undersigned, or on behalf of the minor child or children identified below.

The undersigned personally, or as the parent(s) and/or legal guardian(s) of the minor child or children identified below so participating, hereby grant the Released Parties and their respective agents, legal representatives, assigns, employees, governors, directors, members, shareholders, officers and those acting on their behalf, the absolute authority, right and permission to copyright and trademark, in their own name or otherwise, and to use, reuse, publish and republish photographs, images and video (collectively, the "Images") of my child/children or me in which my child/children or I may be included, in whole or in part (visually or audibly). I further acknowledge that said Images may be composite or distorted in character, form or without restriction as to alteration, in conjunction with my child's or my real or fictitious name, made through any and all media (including, but not limited to printed material, film, videotape, magnetic tape, recording and streaming video) now or hereafter known, for illustration, promotion, documentary, commercial, art or any other purpose whatsoever. I, personally, or as the parent(s) and/or legal guardian(s) of the minor child or children identified below hereby waive any right that my child/children or I may have to inspect or approve the finished product or products containing the Images and any copies or other matter that may be used in conjunction therewith, or the use to which it may be applied. On behalf of myself or on behalf of my child/children, I further hereby release, discharge and hold harmless the Released Parties and their respective agents, legal representatives, assigns, and all persons acting under their permission or authority from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of the Images or in any subsequent processing thereof, including without limitation any claims for libel or invasion of privacy. I further understand and agree that neither my child/children, my spouse, myself nor our respective heirs shall be entitled to any compensation for any production, use, sale, registration or publication of the Images, regardless of the media in which the Images appear.

The undersigned, on behalf of the minor child or children named below, certifies and represents that I am a parent of, have custody of, or am the legal guardian(s) of the minor child or children identified below. I further represent and certify that said minor child/children are physically able to participate in the activities required or contemplated by ERX or at the ERX Motorpark. By signing below, I acknowledge and agree that the Released Parties do not have medical staff or resources available during ERX's activities to store or administer medication(s) to my child/children or me. My child/children or I are either capable of taking said medication(s) or an authorized adult or other designee will be available to administer such medication(s).

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PARENT'S PRINTED NAME                      STREET ADDRESS                      CITY                      STATE                      ZIP CODE

\_\_\_\_\_  
SIGNATURE OF PARENT/GUARDIAN OF PARTICIPANT                      DATE

\_\_\_\_\_  
PARTICIPANT'S NAME(S)                      PARTICIPANT'S DATE OF BIRTH

\_\_\_\_\_  
PARTICIPANT'S NAME(S)                      PARTICIPANT'S DATE OF BIRTH