

## PRINTING INSTRUCTIONS

All forms must be printed in COLOR on standard 8.5" x 11" paper. Black and white or illegible copies will NOT be accepted.

1. The "MINOR VEST APPLICATION" is a one (1) page form.
2. The "PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT" is a one (1) page form.

*If one parent/legal guardian will not be attending the event at time of application, the online version of the "PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT" must be fully completed in advance before a notary public.*

3. The "MINOR'S ASSUMPTION OF RISK ACKNOWLEDGEMENT" is one (1) page form.

*If one parent/legal guardian will not be attending the event at time of application, the online version of the "MINOR'S ASSUMPTION OF RISK ACKNOWLEDGEMENT" must be fully completed in advance before a notary public.*

**\*\*\* BRING ALL DOCUMENTS TO THE PIT GATE \*\*\***



**VEST #** \_\_\_\_\_

*\*FOR OFFICIAL USE ONLY\**

**MINOR VEST PROGRAM APPLICATION**

**PARTICIPANT FAMILY MEMBER MINOR (UNDER 14) ADMISSION INTO RESTRICTED AREA**

**INSTRUCTIONS**

1. Participant must be an Eldora Speedway, Inc. member.
2. Minor must wear vest at all times.
3. Minors must remain at team hauler unless walking with escort to Infield Complex or tunnel.
4. Minors must be escorted by an adult during visits to Infield Complex, Concessions and Restrooms or to tunnel to for Grandstand access.
5. Minors must watch events from secure platform on team hauler or top of Infield Complex. Minors count towards the two-person limit on top of hauler.
6. Minors are NOT permitted to be on pit road, push lanes, in work area, operating team equipment (ATVs) or standing along the infield wheel fence at any location.
7. The Minor Vest Program is revocable for cause at the discretion of Eldora Officials and may result in the penalty, INCLUDING DISQUALIFICATION, of the car associated with the Minor.

**\*\*\* ELDORA SPEEDWAY, INC. RESERVES THE RIGHT TO SUSPEND THE MINOR VEST PROGRAM \*\*\***

**– IT ONLY TAKES ONE ISSUE TO END THIS TRIAL PROGRAM –**

Minor Name: \_\_\_\_\_ Age: \_\_\_\_\_

Participant Name: \_\_\_\_\_

Division: \_\_\_\_\_ Car #: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_ email: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**NEXT STEPS:**

1. THE PARENTS OR LEGAL GUARDIANS MUST FULLY COMPLETE FORM #1 FOR MINOR. IF THERE IS MORE THAN ONE MINOR, A SEPARATE FORM MUST BE COMPLETED FOR **EACH** MINOR.
2. **EACH** MINOR MUST FULLY COMPLETE FORM #2 FOR THEMSELVES.

**FORM #1: PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT.**

**FORM #2: MINOR'S ASSUMPTION OF RISK ACKNOWLEDGEMENT.**

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

## 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 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 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, 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, employees, representatives, owners, members, affiliates, successors and assigns, 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.**

### ALL SECTIONS MUST BE COMPLETED.

1. APPLICANT Legal Signature: \_\_\_\_\_ I HAVE READ THIS RELEASE \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Printed Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Affiliation: \_\_\_\_\_

Subscribed and sworn to at \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_.

2. APPLICANT Legal Signature: \_\_\_\_\_ I HAVE READ THIS RELEASE \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Printed Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Affiliation: \_\_\_\_\_

Subscribed and sworn to at \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_.



Notary Public: \_\_\_\_\_

\_\_\_\_\_ County,

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# MINOR'S ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY

DESCRIPTION AND LOCATION OF EVENT(S)

DATE RELEASE SIGNED

I have obtained my parent's 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).
4. I hereby assume all such risks, even if the risks are created by the **NEGLIGENCE** of the promoters, participants, racing associations, sanctioning organizations, or any of its subdivisions, 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 events, premises or event inspectors, surveyors, underwriters, consultants, and any other person or entity who gives recommendations, directions, or instructions, or engages in risk evaluation, loss control activities or sales regarding the premises or events, and each of them, their officers and employees, all of which are referred to as "Releasees."
5. I hereby release, waive, covenant not to sue, and discharge, all of the Releasees from all liability to me, my personal representatives, assigns, heirs, and next of kin, for any and all loss or damage and any claim or any demand on account of any injury to me including, but not limited to, my death, whether caused by the **negligence** of the Releasees or otherwise.

**I HAVE READ THE ABOVE ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.**

**ALL SECTIONS MUST BE COMPLETED.**

**APPLICANT Legal Signature:** I HAVE READ THIS RELEASE Date: \_\_\_\_\_

Applicant Printed Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Affiliation: \_\_\_\_\_

Subscribed and sworn to at \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_.

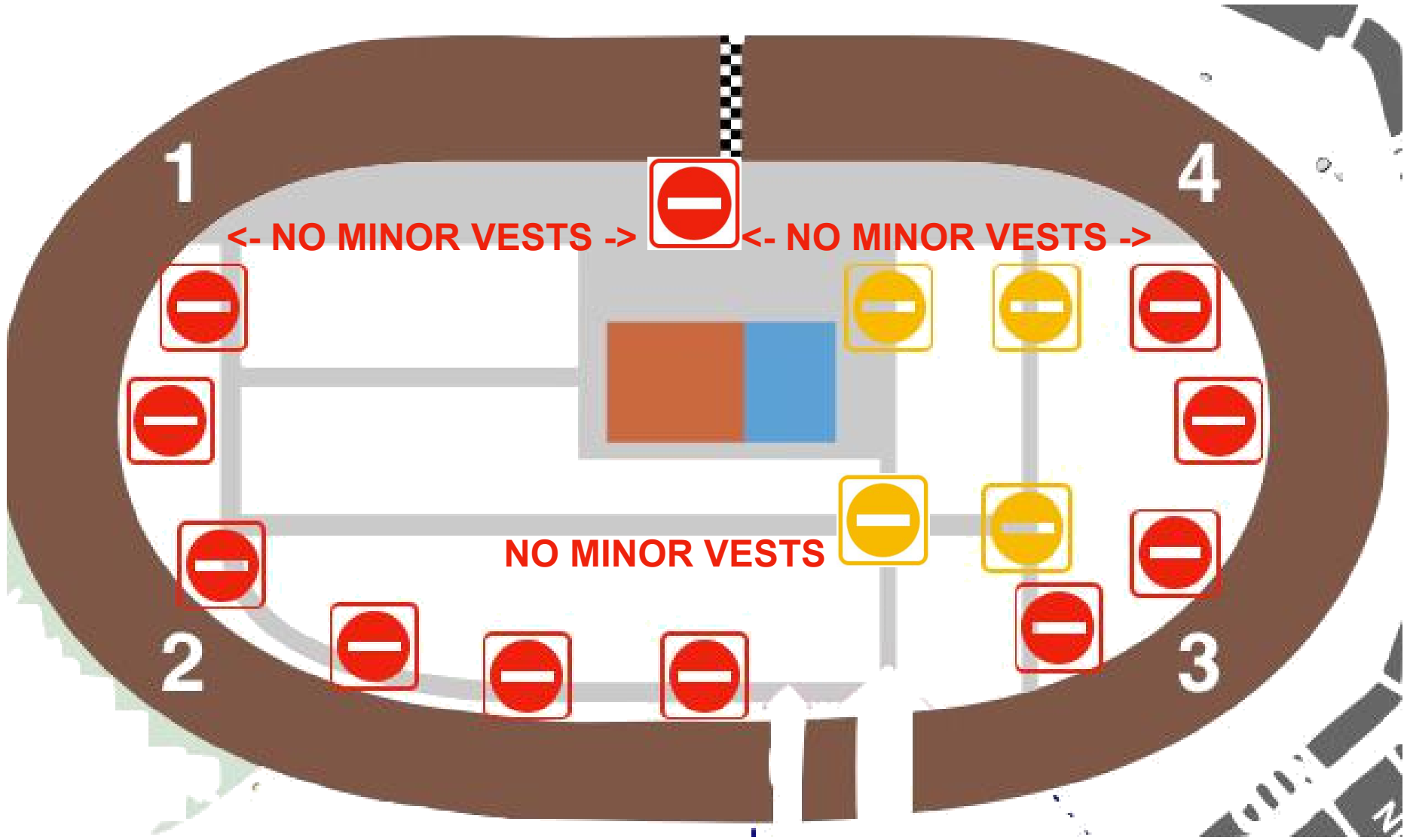


**Notary Public:** \_\_\_\_\_

\_\_\_\_\_ County,

State of \_\_\_\_\_

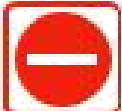
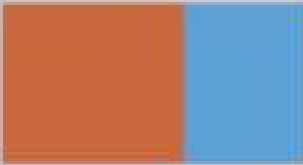
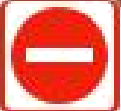
My Commission Expires: \_\_\_\_\_



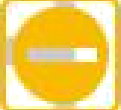
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<- NO MINOR VESTS ->



NO MINOR VESTS



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