

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

Circuit of The Americas, LLC Karting Activities

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the KARTING ACIVITIES and/or being permitted to enter the Karting facility, I agree:

1. I know the nature of the KARTING ACIVITIES and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Karting Activities. 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 KARTING AREA AND REFUSE TO PARTICIPATE FURTHER IN THE KARTING ACIVITIES.
2. I FULLY UNDERSTAND AND WILL INSTRUCT THE MINOR THAT: (A) THE KARTING ACIVITIES) ARE VERY DANGEROUS AND PARTICIPATION IN THE KARTING ACIVITIES AND/OR ENTRY INTO KARTING 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 KARTING ACIVITIES, THE RULES OF THE KARTING ACIVITIES, THE CONDITION AND LAYOUT OF THE PREMISES AND EQUIPMENT, AND/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 KARTING ACTIVITIES AND/OR ENTRY INTO KARTING 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 Circuit of The Americas, LLC, 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 Karting Area, sponsors, advertisers, owners and lessees of premises used to conduct the Karting Activities, 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 Karting Activities 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 DEFEND, 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 AND/OR CLAIMS THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

NAME and AGE OF MINOR PARTICIPANT

SIGNATURE OF PARENT OR GUARDIAN

PRINTED NAME OF PARENT OR GUARDIAN

DATE