



QUARTER MIDGETS OF AMERICA, INC.

2018 MINOR ANNUAL MEMBERSHIP RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK, VOLUNTARY CONSENT AND INDEMNITY AGREEMENT

THIS AGREEMENT MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF my and my minor child's ability to become a **2018 member** of the Quarter Midgets of America, Inc. (hereinafter the "QMA") and to participate in any and all motor racing events sanctioned, promoted, and/or operated by the QMA at any and all facilities throughout the **2018 season (January 12⁰ 18 through December 31, 2018)** and any and all affiliated activities including, without limitation, driving, racing, training, learning, practicing, competing, maintaining vehicles, observing and spectating, or for any other purpose (hereinafter collectively "EVENTS") and/or **IN CONSIDERATION OF** my and my minor child's ability to enter into or upon any RESTRICTED AREA (hereinafter defined as including, but not limited to, the racing track and surface, pit areas, infield, paddock and garage areas, grandstand areas, and all walkways, concessions, and other areas appurtenant to any area where any activity related to the EVENTS are or will be taking place). The undersigned, on behalf of himself/herself and on behalf of his minor participating child, and their personal representative, heirs, and next of kin (hereinafter collectively "UNDERSIGNED") hereby:

1. **INSPECTION:** Acknowledges, agrees and represents that immediately upon entering any RESTRICTED AREA, the UNDERSIGNED shall and shall continuously thereafter, inspect every area of the RESTRICTED AREA which the UNDERSIGNED enters, and the UNDERSIGNED further agrees and warrants that, if at any time, the UNDERSIGNED is in or about any part of the RESTRICTED AREA and feels anything to be unsafe, the UNDERSIGNED will immediately advise a representative, employee or agent of QMA and the owner or operator of the RESTRICTED AREA of such, and if necessary will leave the RESTRICTED AREA and/or refuse to participate in the EVENTS.

2. **WAIVER AND RELEASE:** Hereby **RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the QMA, the operators, organizers, sponsors, and hosts of the EVENTS, officials, rescue personnel, the track and facility and location owners, lessors, leasees, inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the track, facility and location, and each of their affiliated owners, subsidiaries, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, attorneys, investors, assigns, affiliated organizations and entities, and all other persons or entities participating or involved in the EVENTS (hereinafter collectively "RELEASEES"), **FROM ALL LIABILITY** to the UNDERSIGNED for any and all loss or damage and any claim or demands therefore on account of **INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH** of the UNDERSIGNED arising out of or related to the UNDESIGNED's participation in any way in the EVENTS and/or the UNDERSIGNED's presence in or upon the RESTRICTED AREA where the EVENTS are or will be taking place, even that caused by the ordinary **NEGLIGENCE** of the RELEASEES (hereinafter "LIABILITY"). The LIABILITY encompasses, but is not limited to, active or passive conduct, ordinary **NEGLIGENT RESCUE EFFORTS**, and ordinary **NEGLIGENT** enforcement of (or the failure to enact or enforce) rules, regulations and guidelines. It also encompasses, without limitation, LIABILITY concerning the ordinary **NEGLIGENT** selection, use, operation, design and/or maintenance of any equipment, facility, location, or service related to the EVENTS.

3. **MEDICAL CONSENT AND RELEASE:** Hereby specifically **AUTHORIZES AND CONSENTS TO** RELEASEES providing and/or arranging for **MEDICAL CARE OR TREATMENT OR EMERGENCY MEDICAL SERVICES OR RESCUE EFFORTS** in the event of an emergency or in the event of an injury or medical condition that develops or occurs during participation in the EVENTS or during the UNDERSIGNED's presence in or upon the premises, facilities, and locations where the EVENTS are or will be taking place. UNDERSIGNED expressly **WAIVES AND RELEASES AND AGREES TO HOLD RELEASEES HARMLESS** from and against any and all LIABILITY arising therefrom.

4. **EXPRESS ASSUMPTION OF RISK:** Hereby acknowledges that the ACTIVITIES can be **EXTREMELY DANGEROUS** and involve the **RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE**. This agreement also constitutes an express and contractual **ASSUMPTION OF ALL RISKS AND DANGERS** associated with the EVENTS, which include, but are not limited to, the risk of being struck by objects or equipment and/or making contact with or colliding with other participants, spectators, other persons, and natural or manmade objects. The EVENTS will include participants of all skill and experience levels (including both professional and amateur persons) and varying levels of equipment, and UNDERSIGNED expressly assumes the risks associated with mixed and varying skill levels and varying equipment. UNDERSIGNED also acknowledges that there may be undefined and presently unknown risks and dangers associated with the EVENTS, and that there may be risks and dangers that may result from the ordinary **NEGLIGENCE** of the RELEASEES. This includes the potential ordinary **NEGLIGENCE** in the implementation or enforcement of (or the failure to implement or enforce) any rules, regulation or guidelines related to the EVENTS and/or the potential ordinary **NEGLIGENCE** in the selection, use, operation, design, or maintenance of any equipment, course, competition, facility or service related to the EVENTS. UNDERSIGNED hereby expressly assumes all such risks and dangers whether presently known or unknown. The UNDERSIGNED, also expressly acknowledges that injuries received may be compounded or increased by ordinary **NEGLIGENT RESCUE OPERATIONS OR PROCEDURES** of the RELEASEES or others.

5. **INDEMNITY AND HOLD HARMLESS:** If, despite this Agreement, a claim is made against the RELEASEES on my behalf or on behalf of my minor participating child, I hereby agree to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the RELEASEES and each of them from any loss, liability, damage or cost (including attorneys' fees and court costs) they may incur arising out of or related to the UNDERSIGNED's presence in or upon the RESTRICTED AREA where the events are or will be taking place, whether cause by the ordinary **NEGLIGENCE** of the RELEASEES or otherwise. I also hereby agree to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the RELEASEES from any loss, liability, damage or cost (including attorneys' fees and court costs) caused by or arising out of any action or failure to act by UNDERSIGNED during or in connection with UNDERSIGNED's participation in the EVENTS, and/or arising out or UNDERSIGNED's improper, tortuous, and/or criminal conduct.

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**READ EVERYTHING ON BOTH PAGES OF THIS DOCUMENT AND
SIGN IT ON PAGE 2 IN FRONT OF AN AUTHORIZED QMA WITNESS OR A NOTARY PUBLIC**



6. **INFORMED CONSENT AND VOLUNTARY PARTICIPATION:** Fully acknowledges and understands that participation in the EVENTS will involve physical and strenuous activity and dangerous and changing circumstances and conditions. I have taken it upon myself to be fully informed, and to inform my minor participating child, of the numerous inherent risks and potential dangers associated with the EVENTS, including the **RISK OF BEING INVOLVED IN AN ACCIDENT, CRASH OR COLLISION AND SUFFERING SEVERE PERSONAL INJURY OR DEATH.** I acknowledge, and I have informed my minor participating child, that our **PERSONAL SAFETY CANNOT BE GUARANTEED.** I acknowledge that my and my minor child's participation in the EVENTS is completely voluntary, and we believe that the potential benefits of participation outweigh the risks and danger associated with the EVENTS. UNDERSIGNED acknowledges that he or she has been able to ask questions regarding the EVENTS, and that all questions have been satisfactorily answered.

7. **OTHER PARTICIPANT OBLIGATIONS:** I acknowledge that it is my responsibility to do all of the following on behalf of myself and my minor child: (1) fully disclose to RELEASEES any health issues or medications that are relevant to our participation in the EVENTS; (2) inform RELEASEES if there are any activities or aspects of the program about which we do not feel comfortable; (3) cease participation and promptly report any physical discomfort, illness or complications; and (4) clear our participation with our personal physicians. I also acknowledge that I bear full responsibility to become aware of and familiar with any and all event, series, and facility rules, regulations, and instructions, and to inform my minor child of them, and to ensure that we follow and abide by them.

8. I represent and warrant that I have the full, complete and unrestricted right, power and authority to enter into this agreement, to waive and release all matters stated therein, expressly assume all risks and dangers associated with the EVENT(S), and to agree to indemnify the RELEASEES as stated herein. I sign this agreement on my own behalf and on behalf of my minor child. By my signature below, I warrant that I am the parent or legal guardian of the child, and that I am legally authorized to sign this agreement on behalf of the child. This agreement shall be binding as to my minor child, whether signed by one parent or both parents.

9. Hereby agrees that this Agreement extends to **ALL ACTS OF ORDINARY NEGLIGENCE** by the RELEASEES, including premises liability and NEGLIGENT RESCUE OPERATIONS, and it is intended to be as broad and inclusive as is permitted by law. UNDERSIGNED acknowledges that THIS AGREEMENT IS INTENDED TO BE **FULLY SEVERABLE**, and that if any portion of this agreement is held invalid, it is agreed that the balance of the agreement shall continue in full legal force and effect. That shall include modifying the agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy. This Agreement is to be interpreted and enforced under California law.

10. Hereby accepts all terms set forth herein and acknowledges this is the complete agreement between the parties regarding these issues, and UNDERSIGNED agrees and acknowledges that NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. **RELEASING PARTY HAS COMPLETELY READ BOTH PAGES OF THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS OF BOTH MYSELF AND MY MINOR CHILD.** UNDERSIGNED SIGNS THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM OR HER AND UNDERSIGNED INTENDS HIS OR HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. UNDERSIGNED was given ample opportunity to read the agreement and/or have it reviewed by legal counsel of his or her choice. UNDERSIGNED was also offered a copy of this agreement.

NAME OF MINOR PARTICIPANT (PRINT)

DATE OF BIRTH (MINOR): _____

NAME OF PARENT/LEGAL GUARDIAN (PRINT)

RELATIONSHIP: _____

SIGNATURE OF PARENT/LEGAL GUARDIAN

DATED: _____

AUTHORIZED WITNESS

AUTHORIZED QMA WITNESS (PRINT):

SIGNATURE: _____

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____ /// On this ____ day of _____, 20__ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ and the state of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

ADDRESS OF NOTARY: _____

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