

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

MINOR WAIVER - D2014

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF DAYTONA INTERNATIONAL SPEEDWAY, LLC, ITS PARENT, SUBSIDIARY, AND/OR AFFILIATED COMPANIES AND/OR THEIR EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND/OR AGENTS, THE CITY OF DAYTONA BEACH, THE COUNTY OF VOLUSIA, AND/OR THE DAYTONA BEACH RACING AND RECREATIONAL FACILITIES DISTRICT USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED.

BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM DAYTONA INTERNATIONAL SPEEDWAY, LLC, ITS PARENT, SUBSIDIARY, AND/OR AFFILIATED COMPANIES AND THEIR EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND/OR AGENTS, THE CITY OF DAYTONA BEACH, THE COUNTY OF VOLUSIA, AND/OR THE DAYTONA BEACH RACING AND RECREATIONAL FACILITIES DISTRICT IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND DAYTONA INTERNATIONAL SPEEDWAY, LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Print Name of Minor Child

Date of Birth

Print Name of Minor Child

Date of Birth

Print Name of Minor Child

Date of Birth

Print Name of Minor Child

Date of Birth

Signature of Parent or Guardian

Printed Name of Parent or Guardian

Date

State of _____

County of _____

Sworn to (or affirmed) and subscribed before me this

_____ day of _____

20____ by _____

who ☐ is personally known to me or ☐ produced a

_____ as identification.

(notary signature)

(print name of notary)

(DIS/Sanction staff only witness)

(date)

SEAL

This acknowledgment and assumption of risk is written pursuant to and in compliance with Florida Statute - 549.09 and 744.30.

This is a two sided document. Please turn over and complete/sign all sections. - Page One of Two

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

MINOR WAIVER - D2014

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) at Daytona international Speedway, 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 and I will have the minor make such inspections. 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 INVOLVE INHERENT RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS") which are characteristic of, intrinsic to, or an integral part of the EVENT the minor is being permitted to participate in; (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others, both negligent and intentional, participating in the Event(s) the rules of the Event(s), and the negligent or grossly negligent enforcement thereof, the condition, operation, design, and layout of the premises and equipment, or lack or insufficiency thereof, or THE NEGLIGENCE OR GROSS 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 Risks 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 CAUSES, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR GROSS NEGLIGENCE, INCLUDING NEGLIGENT RESCUE OPERATION 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 owner, 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 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, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS 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 OR GROSS NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

6. I sign this agreement on my own behalf and on behalf of the Minor as the authorized parent or guardian 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.

Print Name of Minor Child

Date of Birth

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Date of Birth

Print Name of Minor Child

Date of Birth

Print Name of Minor Child

Date of Birth

Signature of Parent or Guardian

Printed Name of Parent or Guardian

Date

State of _____

County of _____

Sworn to (or affirmed) and subscribed before me this

_____ day of _____

20____ by _____

who ☐ is personally known to me or ☐ produced a

_____ as identification.

(notary signature)

(print name of notary)

(DIS/Sanction staff only witness)

(date)

SEAL