

## **AGREEMENT - WAIVER AND RELEASE**

By signing and entering into this Agreement – Waiver and Release (“Agreement”), you are representing and acknowledging that you have been advised that the act and event your child who is under the age of eighteen is intending to do is extremely dangerous and he or she could die or sustain serious personal injuries.

**By signing below, I admit that I have been advised and informed what my child is proposing to do is dangerous, they could sustain fatal or serious personal injuries, and we accept this and all these risks.**

**In consideration for allowing my child to operate a race vehicle at Texas Motor Speedway (“TMS”) and participate in the race which is otherwise a restricted area, I understand and agree that I am releasing from all liability Texas Motor Speedway, Inc. (“TMS”), Lone Star Tower Condominium Association, Speedway Motorsports, Inc. (“SMI”), and each of their related and affiliated companies, and collectively all of the officers, directors, members, owners, successors, assigns, employees, contractors, tenants, and agents of the aforementioned entities (collectively known as “Released Parties”) from any and all claims, bystander claims, causes of action, injuries, debts, medical expenses, burial expenses, death, and liabilities agreeing as follows:**

**I understand that operating race cars and participating in a car race are dangerous and my child could get injured, if not fatally wounded. I understand that the car and its equipment or engine could possibly malfunction, the vehicle could crash, or another driver could crash into my child and they could be injured, sustain injuries or die. Knowing all these risks, we accept them, and understand my child’s presence in these areas could result in them sustaining personal injuries, burns, paralysis, including serious injury or death. I understand all these risks and waive any cause of action including those for negligence, bystander claims, loss or parental consortium, wrongful death, or other misconduct and causes of action I have or may have against Released Parties.**

I additionally represent that I am aware of all these risks including the fact that my child may die or be seriously injured because of participating in this race. Further, I represent that I am over the age of eighteen (18), I am of sound mind, my child has no health condition that increases their chances of having a heart attack or stroke, that I am not under the influence that may impair my judgment, and I have presented this waiver to an attorney of my choosing. I additionally represent I am the biological parent of the minor identified in this Agreement, and both biological parents have signed this Agreement.

Released Parties do NOT represent to you that this event is safe, or that it is free of dangerous conditions. Released Parties have not verified or checked the track conditions, and had nothing

to do with its design, installation, or construction. Released Parties are not in the business or building or designing racing courses or tracks that your child will participate on. Released Parties do not know if the course or track is safe for use, in good condition, and make no representations as to its safety.

**I agree and understand that if my child gets injured or fatally wounded that I am forever and finally releasing all of the Released Parties for negligence, gross negligence, product liability, premise defects or dangerous conditions, all injuries they may sustain, all damages I may incur, and that any claim or suit I could have against any of the Released Parties is forever barred and I will have no legal recourse against them. I likewise agree that I am releasing all Released Parties for any claims and causes of action I could bring against them on behalf of myself and any minor children for all injuries or death. I additionally agree that I am releasing any claim my family, siblings and relatives of the minor child, guardian, representative and/or estate of myself or my child may have by reason of injury or death, and agree not to file a suit against Released Parties in any capacity including on behalf of any person.**

**I agree to indemnify and hold harmless the Released Parties as to all lawsuits, claims, damages, costs and attorney's fees, including claims as to Released Parties sole or contributory negligence that arise out of my child's presence on these premises or because of riding in this event or vehicle. I am additionally instructing my spouse, parents and family members, siblings of the minor child, my and my child's estate or any guardian appointed to act on my or their behalf to not initiate any claim or suit against the Released Parties. I am likewise instructing and agreeing to Released Parties that both my and my child's estate, if necessary will indemnify, defend, and hold harmless all Released Parties for any and all claims against them that arise out of this event, or any injuries to me, or related to my child's death. I agree that all disputes or interpretations of this Release of Liability shall be enforced by the laws of the State of Texas and shall be decided solely by the Denton County District Court, Denton County, Texas, regardless of any conflict of laws.**

I am likewise representing that my child is not married and is not the biological parent of any child. In the event of my child's incapacitation or death I will advise my child's estate or any guardian of this Waiver and Release releasing TMS and Released Parties.

**I have read this entire Release of Liability, understand its terms, agree to all its terms, and know that I am releasing all Released Parties as stated, and agree to indemnify and defend them. Signed and agreed to this day in Denton County, Texas.**

July \_\_\_\_\_, 2019.

Name of minor racing participant: \_\_\_\_\_

(Print Full Name Clearly)

By: \_\_\_\_\_  
(Signature of Parent)

\_\_\_\_\_  
(Print Full Name Clearly)

By: \_\_\_\_\_  
(Signature of Parent)

\_\_\_\_\_  
(Print Full Name Clearly)

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**My signature above represents that I have read, understood, and agree to this entire Agreement.**

**NOTARY PUBLIC**

STATE OF \_\_\_\_\_

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COUNTY OF \_\_\_\_\_

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Before me on this \_\_\_\_\_ day of July, 2019, personally appeared \_\_\_\_\_ and \_\_\_\_\_. Both persons provided me their State issued Driver's License to prove their correct identity to me. I observed both persons sign and enter into this Agreement in my presence.

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of July, 2019.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Printed Name of Notary Public)