



SpeedRaceway.com

## Speed Raceway™ MINOR (Parental Consent) Waiver and Release, EXPRESS ASSUMPTION OF RISK, Indemnity and Covenant not to Sue

Date: \_\_\_\_\_

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

Name of Minor Child: \_\_\_\_\_  
[Printed Name]

License Number: \_\_\_\_\_

Minor Child's Home Phone: \_\_\_\_\_

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

Birth Date: \_\_\_\_\_

How Did You Here About Us?: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_  
[Printed Name]

### READ THIS DOCUMENT CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS

**IN CONSIDERATION** for permitting my above-named Minor Child (the "Minor Child") to enter upon the property of and/or use the FACILITIES operated by Raceway Partners, LLC d/b/a Speed Raceway, I the undersigned, on behalf of myself, my Minor Child, and our legal representatives, heirs and assigns (all hereinafter collectively and sometimes individually referred to as "PARTICIPANT"), hereby agree as follows:

- DEFINITIONS.** For purposes of this agreement, the term "OPERATORS" shall be deemed to include Raceway Partners, LLC d/b/a Speed Raceway, and/or its employees, officers, managers, members, agents, landlords, attorneys, lessors, insurers, and/or other persons or entities associated therewith. The term "FACILITIES" shall be deemed to include all facilities, services, activities, vehicles and equipment, driving, riding, racing, observing, and all other services, activities, and things offered to PARTICIPANT by the OPERATORS.
- ASSUMPTION OF RISK.** PARTICIPANT acknowledges that many elements of the FACILITIES and the property upon which they are located, are extremely dangerous and involve the risk of serious injury, death, and/or property damage. PARTICIPANT agrees to assume any and all risks related to or arising from the Minor Child's use of the FACILITIES and/or presence upon the property where they are located. Such risks include but are not limited to the ordinary negligence of the OPERATORS as well as the negligent or deliberate acts of others. By signing this agreement, PARTICIPANT expressly assumes all known and unknown risks related to the Minor Child's use of the FACILITIES and/or presence upon the property where they are located.
- WAIVER, RELEASE AND COVENANT NOT TO SUE.** PARTICIPANT hereby waives any and all past, present, and/or future claims against, and releases and agrees not to sue the OPERATORS (whether individually or collectively) nor any other persons or entities associated therewith ("other releasees"), for any past, present and/or future claims of any nature whatsoever (excepting gross negligence or intentional torts), arising from, or otherwise related to Minor Child's use of the FACILITIES and/or presence upon the property where they are located.
- INDEMNIFICATION.** PARTICIPANT further agrees to indemnify, defend and hold harmless the OPERATORS and other releasees of, from, and against all claims, losses, damages, causes of action, judgments, costs, expenses, attorneys' fees, and other liabilities arising out of or relating to the Minor Child's use of the FACILITIES and/or presence upon the property on which they are located, even if caused by the ordinary negligence of the OPERATORS.
- LIABILITY FOR DAMAGES.** PARTICIPANT accepts responsibility for, and agrees to promptly pay Speed Raceway for all damages to the FACILITIES caused by the PARTICIPANT (including the Minor Child), whether accidentally, negligently or deliberately.
- FURTHER ACKNOWLEDGMENT.** The undersigned hereby agrees that both he or she and the Minor Child, will read and comply with all rules and regulations concerning the FACILITIES, including those concerning driving and racing vehicles. If either does not understand any portions thereof, they will, before using the FACILITIES, request assistance until all such rules and regulations are fully understood by both. PARTICIPANT promises and agrees not to use the Facilities or participate in any activities related thereto while under the influence of alcohol or drugs; nor if pregnant; nor if there is any other physical or mental condition that may impair PARTICIPANT'S (including the Minor Child's) ability to understand any instructions, rules or regulations; or, to participate without creating risk to the themselves or to others.
- FURTHER REPRESENTATIONS.** The undersigned PARTICIPANT represents and affirms that he or she is the legal parent or guardian of the Minor Child and is signing this Agreement on his or her own behalf as well as that of all other persons and entities deemed as the PARTICIPANT hereunder including the Minor Child. The undersigned further states and represents that he/she is familiar with the Minor Child's experience, capabilities and physical condition, and that the Minor Child is fully qualified and able to participate in, and/or use the FACILITIES for driving, riding and all other intended purposes; and, to comply with all rules, regulations and instructions related thereto. The undersigned acknowledges and agrees that this agreement is intended to be as broad and inclusive as is permitted by law, so as to fully release and indemnify the OPERATORS and other releasees/indemnitees, of and from all claims, damages and other liabilities which may arise from PARTICIPANT'S (including the Minor Child's) use of the FACILITIES and/or presence upon the property upon which they are located.
- SEVERABILITY.** If any part of this agreement is held to be invalid, the balance thereof shall remain valid and in full force and effect; and, if necessary, shall be modified so as to further its intent to waive, release and indemnify the OPERATORS and other releasees hereunder, of, from and against all claims and liabilities to the greatest extent permitted by law.
- JURISDICTION AND LAW.** This agreement shall be interpreted and enforced under the laws of the City of Englewood, County of Douglas and the State of Colorado; and the courts located therein shall have exclusive jurisdiction over all claims, controversies and lawsuits relating to this agreement and/or PARTICIPANT'S use of the Facilities or presence upon the property where they are located.

BY SIGNING THIS AGREEMENT, I, the undersigned PARTICIPANT, state and affirm that I have read this Agreement in full; I understand its terms; I understand that by signing it I may be giving up legal rights that the PARTICIPANT (including the Minor Child) may otherwise have had; I was given ample opportunity to read this agreement and to have it reviewed by legal counsel of my choice; and, I sign it freely, voluntarily, and without any other representations made to me. I intend my signature to be a complete and continuing agreement, applicable and enforceable with respect to PARTICIPANT'S past, present and future use of the FACILITIES and/or presence on the property where located.

### PARTICIPANT

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

**NOTE:** A separate PARENTAL CONSENT, EXPRESS ASSUMPTION OF RISK, WAIVER AND RELEASE, INDEMNITY AND COVENANT NOT TO SUE agreement is required for each minor racer.

**NOTE:** Before submitting this Agreement, please attach a photocopy of a valid and current Driver's License of the Parent or Guardian signing this Agreement.