TRUESPORTS, INC./THE MID-OHIO SPORTS CAR COURSE
WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
PARENTS/GUARDIANS

Mid-Ohio Sports Car Course

Event Location Date

IN CONSIDERATION for allowing the minor to participate in any way in the event or activity encompassed by this Agreement and/or permitting the minor, parent and/or guardian to enter for any purpose any "restricted area" (herein defined as including, but not limited to, the racing surface, pit areas, infield, burn out area, approach area, shut down area, and all walkways and concessions and other appurtenant areas where any activity related to the event occurs or where admittance to the general public is restricted) the parent and/or guardian ON BEHALF OF THE MINOR AS WELL AS ON BEHALF OF THEMSELVES agree as follows:

1. THE PARENT AND/OR GUARDIAN will immediately inspect the restricted area upon entering it and warrant that their entry therein and/or the minor's event participation constitutes an acknowledgment that they have inspected the restricted area and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at any time in the restricted area they believe something is unsafe, such unsafe condition will be brought to the attention of an official and the parent and/or guardian will remove themselves and the minor from the restricted area and preclude the minor from further participation in the event or activity. If the parent and/or guardian did not actually inspect the restricted area, then they acknowledge that they had the right and opportunity to do so (but knowingly waived that right) and warrant that their entry therein and/or the minor's event participation constitutes an acknowledgment that the restricted area is safe and reasonably suited for the purpose of its use.

2. THE PARENT AND/OR GUARDIAN (ON BEHALF OF THEMSELVES AND THE MINOR) HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the "releasees" (as identified below) or otherwise, while in or upon the restricted area for any purpose including competing, officiating, observing, working or participating in the event or activity. **The undersigned recognize and understand that there are inherent risks and dangers associated with participation in the event and admission within the restricted area that could cause severe bodily injury, disability, and death.** Further, such risks and dangers may be caused by the negligent actions or negligent failure to act of the releasees and others. All of the risks and dangers associated with participating in the event and entry into restricted areas may not be foreseeable at this time and they are assumed notwithstanding.

3. THE PARENT AND/OR GUARDIAN ON BEHALF OF THEMSELVES AS WELL AS ON BEHALF OF THE MINOR release, discharge, and covenant not to sue and waive all claims against TrueSports, Inc., its affiliates (including, without limitation, The Mid-Ohio Sports Car Course and The Mid-Ohio School), other promoters, participants, track operators, track owner or landowner, officials, car owners, drivers, pit crews, all persons in the restricted area, sponsors, advertisers, lessees and lessors of the premises used to conduct the event <u>and</u> <u>their</u> <u>respective</u> owners, directors, officers, agents, and employees (collectively referred to as "releasees") from any and all liabilities, claims, demands, losses, damages and/or expenses on account of any injury (including, but not limited to, the death) of the parent, guardian or minor or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise.

4. THE PARENT AND/OR GUARDIAN ON BEHALF OF THEMSELVES AS WELL AS ON BEHALF OF THE MINOR hereby agrees to indemnify and save and hold harmless the releasees and each of them from any and all liabilities, claims, demands, losses, damages and/or expenses on account of any injury (including, but not limited to, the death) of the parent, guardian or minor or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise.

THE PARENT/GUARDIAN HAS READ AND SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. FURTHER, THE PARENT/GUARDIAN RECOGNIZES AND AGREES THAT THEY ARE EXECUTING THIS AGREEMENT ON BEHALF OF THEMSELVES, ON BEHALF OF THE MINOR AND ON BEHALF OF THEIR AND THE MINOR'S RESPECTIVE PERSONAL REPRESENTATIVES, EXECUTORS, AND HEIRS.

_____

PRINTED NAME OF PARTICIPANT ADDRESS

_____

PRINTED NAME OF PARENT/GUARDIAN NO. 1 ADDRESS

_____

SIGNATURE OF PARENT/GUARDIAN NO. 1 RELATIONSHIP DATE

_____

PRINTED NAME OF PARENT/GUARDIAN NO. 2 ADDRESS

_____

SIGNATURE OF PARENT/GUARDIAN NO. 2 RELATIONSHIP DATE

STATE OF _____)

) ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me, a Notary Public, in and for said County and State, this _____ day of _____, 200__ by _____, the parent or legal guardian of the above-named participant.

My Commission Expires: _____

Notary Public

STATE OF _____)

) ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me, a Notary Public, in and for said County and State, this _____ day of _____, 200__ by _____, the parent or legal guardian of the above-named participant.

My Commission Expires: _____

Notary Public