

KRUSTY RIDERS ASSOCIATION, INC.

MINOR'S RELEASE AND WAIVER AND RELEASE OF LIABILITY AGREEMENT

WARNING: THIS IS A RELEASE OF LIABILITY AND AN EXPRESS ASSUMPTION OF RISK. THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS THE LEGAL RIGHTS AND OBLIGATIONS OF THE MINOR AND THE MINOR'S PARENT OR GUARDIAN. PLEASE READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED YOU UNDERSTAND IT AND AGREE TO ITS TERMS. THIS IS A BINDING AGREEMENT.

I, WE HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE AND DISCHARGE, Krusty Riders Association, Inc. ("the Club"), North Carolina Motorsports Park, Inc., Carolina Core Technologies, Inc., any other motorsports facility utilized or maintained by the Club, the promoter, participants, racing association, sanctioning organization or any subdivision thereof, officials, vehicle owners, riders, pit crews, any persons in any restricted area, promoters sponsors, advertisers, owners, lessees of the premises or facility used to conduct the activity or event and each of them, their officers, employees, and volunteers, all for the purposes therein referred to as "Releasees," From all liability to the undersigned, my/our personal representatives, assigns, heirs and next of kin for any and all loss or damage and any claim or any demand on account of any injury to the participant including, but not limited to death whether caused by the negligence of the "Releasees," or otherwise while the participant is in or upon the restricted area and/or competing, officiating in, observing, working for, or for any purpose participating in the activity or event.

I/we will inform and instruct the said minor participant that upon entering any restricted area the minor must continuously thereafter inspect such restricted area and all portions thereof which the minor enters and with which he comes in contact and I/we further warrant that the minor's entry upon such restricted area or areas and his participation, if any, in the activity or event constitutes an acknowledgment that the minor has inspected such restricted area and that the minor finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about restricted areas and if he/she feels anything is unsafe, he/she will immediately advise the officials of such and will leave the restricted areas.

The undersigned expressly acknowledge and agree that the activity or event is very dangerous and involves the risk of serious injury and/or death and/or property damage.

Each of the undersigned parents or legal guardian(s) for the minor participant agrees to indemnify and save and hold harmless the "Releasees," and each of them from any loss, liability, damage or cost they may incur due to the presence of the said minor in or upon the restricted area or in any way competing, officiating, observing or working for any purpose participating in the activity or event and caused by the negligence of the "Releasees" or otherwise.

[SIGNATURES ON REVERSE SIDE OF FORM]

THE UNDERSIGNED PARENTS OR LEGAL GUARDIAN(S) HAVE READ AND VOLUNTARILY SIGNED THE MINOR'S RELEASE AND WAIVER AND RELEASE OF LIABILITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Date

Father/Guardian - Signature

Witness Address:

Printed Name:

Address: _____

Date

Mother/Guardian - Signature

Witness

Printed Name:

Address: _____

Date

Minor Participant - Signature

Witness

Printed Name:

Address: _____

Date of Birth

Home Phone

In Case of Emergency, please notify:

Phone:

NORTH CAROLINA MOTORSPORTS PARK, INC.

MINOR'S UNDERSTANDING FORM

I have discussed with my parents or legal guardian(s) my intent to participate in off-pavement or off-road driving or riding in the North Carolina Motorsports Park, and they have explained to me the possibility of my being injured. I understand what they have explained to me, and I know that I could be severely injured or even killed.

I am willing to assume the responsibility of these risks in order to be a participant in off-pavement or off-road driving or riding.

I also agree that, at any point, if I feel endangered either by my own actions or the actions of others, that I am free to stop participating in off-pavement or off-road driving or riding and leave the unsafe area, and that I will do so of my own free will.

My parents or legal guardian(s) have given their consent for me to participate in off-pavement or off-road driving or riding.

I HAVE READ THE ABOVE ASSUMPTION OF RISK. I FULLY UNDERSTAND WHAT IT MEANS AND HAVE SIGNED IT VOLUNTARILY.

Date

Minor Participant - Signature

Witness

Printed Name:
Address: _____

Date

Father/Guardian - Signature

Witness

Printed Name:
Address: _____

Date

Mother/Guardian - Signature

Witness

Printed Name:
Address: _____

