

MEMBERSHIP WAIVER AND RELEASE BY ADULT, INDIVIDUALLY, AND ON BEHALF OF ALL MINOR CHILDREN FROM RESPONSIBILITY FOR ALL NEGLIGENCE UPON ENTERING ONTO THESE PREMISES AND/OR BY PARTICIPATION IN INHERENTLY DANGEROUS ACTIVITY AND INDEMNITY AGREEMENT

This Release is executed on _____ [date], by _____, of _____ [address], City of _____, County of _____, State of _____, referred to as "RELEASOR."

Initial **AS A CONDITION OF MEMBERSHIP IN MILLCREEK SPORTS, LLC, YOU ARE SIGNING THIS AGREEMENT, AND YOU AND YOUR MINOR CHILDREN ARE GIVING UP YOUR RIGHTS TO SUE US FOR ANY REASON WHATSOEVER FOR ANYTHING OCCURRING UPON THESE PREMISES OR DURING OUR EVENTS FOREVER.**

Initial Each of the undersigned being fully aware of the risks and hazards inherent upon participating in our events and/or entering upon Barber Mx Park and MillCreek Sports, and any other track location where Barber Mx Park and MillCreek Sports holds a racing event (herein "PREMISES") and/or participating in any of the events and/or the INHERENTLY DANGEROUS ACTIVITIES held at such PREMISES, hereby elects voluntarily to enter upon said PREMISES, knowing their present conditions, promising to examine the conditions on each occasion of entry and knowing that said conditions may become more hazardous and dangerous during the time that each of the undersigned is upon the said PREMISES. Each of the undersigned hereby voluntarily assumes all risks of loss, damage, or injury, including death, that may be sustained by any or each of the undersigned, or any property of any or each of the undersigned while in, on or upon the said PREMISES. RELEASOR further agrees that if at any time he/she becomes aware of any dangerous condition upon the PREMISES, he/she will immediately report it to management and will take all reasonable steps necessary to remove or reduce the dangerous condition.

Initial In consideration of being a member and, thereby, being permitted to enter upon the PREMISES and/or engage in any of the events and/or INHERENTLY DANGEROUS ACTIVITIES, RELEASOR, for himself/herself and his/her minor children, guests, employees, independent contractors, personal representatives, agents, heirs, and next of kin, (herein "RELEASOR") forever releases, waives, discharges and covenants not to sue, any other person or entity including but not limited to MillCreek Sports, LLC dbd MillCreek Mx, Allen and Jamie McWilliams, Alex and Kathryn McWilliams, Barber Motorsports Park, LLC, Barber Motorsports Park 2, LLC, Barber Motorsports Park 3, LLC, Barber Companies, Inc., George W. Barber, Jr., Tram Rental, LLC, Barber 603, LLC, Zoom Motorsports, LLC, Eventive Sports Properties, LLC, its/their officers, directors, members, managers, agents, employees, independent contractors, paramedics, health care providers, personal representatives, promoters, sponsors, advertisers, owners, lessees, lessors, guests, customers, spectators or anyone else located at or related to the PREMISES, and each of them, all referred to herein as "RELEASEE," from all liability permitted at law or equity, from this date until the end of time, for all manner of loss or damage, and any claim for loss or damage, on account of injury to the person or property of RELEASOR or resulting in death of the RELEASOR, whether caused by the negligence, or gross negligence of RELEASEE or for any reason whatsoever including, but not limited to, RELEASOR being allowed in the pit area, the observation area, the track area, observing, walking, running, laying down sitting, standing, driving, riding, practicing, racing, schooling, competing, working, operating a motor vehicle, operating a bicycle, engaging in any water sport(s), operating any mode of transportation, or for any purpose whatsoever (herein "INHERENTLY DANGEROUS ACTIVITIES") while RELEASOR is present in or upon the PREMISES or while engaging in any of the INHERENTLY DANGEROUS ACTIVITIES thereon.

Initial RELEASOR assumes full responsibility for, and risk of, bodily injury, death or property damage due to the negligence, or gross negligence of RELEASEE, or otherwise, while in or upon the PREMISES, and/or while engaging in any of the INHERENTLY DANGEROUS ACTIVITIES.

Initial RELEASOR agrees that this Release, Waiver, and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Alabama and that if any portion of the Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Initial RELEASOR, being of lawful age, in consideration of being permitted to become a member and to enter upon the PREMISES and/or to participate in the events and/or the INHERENTLY DANGEROUS ACTIVITIES, does for himself/herself, his/her heirs, executors, administrators, and assigns, now releases and forever discharges RELEASEE, their heirs, administrators, and executors from any and every claim, demand, action or right of action, of any kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries, death and/or property damage, known or unknown, resulting from any act or accident which may occur upon the PREMISES or as a result of participation in any of the INHERENTLY DANGEROUS ACTIVITIES or in connection with the INHERENTLY DANGEROUS ACTIVITIES, whether by negligence, gross negligence or not.

Initial RELEASOR further understands that he/she releases all persons or entities from any claim whatsoever on account of the rendering of health care, emergency services, first aid, treatment or services rendered to him/her while in or upon the PREMISES or while engaging in any of the INHERENTLY DANGEROUS ACTIVITIES thereon.

Initial RELEASOR warrants that he/she has full legal authority to execute this Release on behalf of all RELEASEE(S) as defined herein including, but not limited to, all minor children who have accompanied he/she onto the PREMISES. Furthermore, RELEASOR warrants that all minor children who have accompanied him/her onto the PREMISES whether engaging in any or all of the INHERENTLY DANGEROUS ACTIVITIES are doing so with his/her knowledge and consent and with the knowledge and consent of all parent(s)/guardian(s) of said minor children. RELEASOR further warrants that said parent(s)/guardian(s) have consented and agreed to RELEASOR executing this Release on their behalf and on behalf of their minor children and, likewise, have agreed to be bound thereto.

Initial RELEASOR HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEE and each of them from any loss, liability, damages, attorneys fees, costs of litigation, or any other costs they may incur due to RELEASOR's misrepresentations herein and/or for any breach of this Release and the warranties contained herein including the presence of the undersigned, RELEASOR or his/her wife, husband, minor children, next of kin, family members, or guests in or upon the PREMISES and/or their association with the membership or any of the INHERENTLY DANGEROUS ACTIVITIES whether caused by the negligence, or gross negligence, of the RELEASEE or otherwise including, but not limited to, any costs of litigation and attorney's fees associated with any claim or suit related to RELEASOR's membership or presence upon the PREMISES. RELEASOR and RELEASEE agree that any actions or proceedings instituted by any party hereto with respect to any matters arising under or growing out of their presence upon the premises, participation in the INHERENTLY DANGEROUS ACTIVITIES, or this Release shall only be brought in the TENTH JUDICIAL CIRCUIT COURT in and for JEFFERSON COUNTY, ALABAMA, or in the ELEVENTH CIRCUIT COURT of appeals NOTHERN DISTRICT on appeal, and each party hereby consents to the exclusive jurisdiction and venue of such courts for such purposes.. RELEASEE waives any and all rights it may have to move such proceedings to any other venue.

Initial This is an open-air facility. The presence of wildlife and domestic animals is a natural occurrence upon these premises and the RELEASEE is not responsible for any damages, losses, or injuries, which result from your interaction with such animals, and you hereby specifically release RELEASEE from any such liability. In the event you observe such wildlife, or domestic animals acting in a way which you feel is dangerous or threatening, you agree to immediately report this to management and take all reasonable steps necessary to protect you and others from them.

Initial **RELEASOR UNDERSTANDS THAT THIS IS A CONTINUING RELEASE AND INDEMNITY AGREEMENT WHICH NEVER EXPIRES AND APPLIES TO ALL INJURIES, DAMAGES, CLAIMS, LIABILITY AND/OR INHERENTLY DANGEROUS ACTIVITIES OCCURRING PRIOR TO THE DATE OF ITS EXECUTION UNTIL THE END OF TIME.**

Initial This Release contains the entire agreement between the parties to this Release and the terms of this Release are contractual and not a mere recital.

Initial RELEASOR further states that he or she has carefully read the above Release and knows the contents of the Release and signs this Release as his/her own free act.

Initial **THIS RELEASE IS NOT MEANT TO REPLACE OR VOID ANY OTHER RELEASES EXECUTED BY RELEASOR PRIOR TO OR HEREAFTER AND IS TO BE CONSTRUED AS PROVIDING ADDITIONAL PROTECTION TO RELEASEES AND ALL OTHER RELEASES SHALL REMAIN IN FULL FORCE AND EFFECT.**

Dated _____ Driver's License No.: _____

Name of Parent/Guardian (if applicable): _____

Emergency Contact: _____ Emergency Phone No.: _____

E-mail address: _____ Membership No.: _____

[SIGNATURE] Adult individually and child on behalf of all minors who have accompanied him/her on to the PREMISES whether having executed this Agreement child or not

Minor

Minor

Minor child