

MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Organizer/Event Name

Date

IN CONSIDERATION of allowing the below MINOR participant to compete, officiate, observe, work for or participate in any way at event and or activities at Barber Mx, located at Barber Motorsports Park and/or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credential or permission to enter or any area to which admission by the general public is restricted or prohibited, including but not limited to the completion area and any hot pit or paddock area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs and next to kin agree that:

1. THE MINOR AND PARENT OR GUARDIAN will immediately inspect the RESTRICTED AREA upon entering it and warrants that their entry therein and/or the MINOR's Event participation constitutes an acknowledgement 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, it will be brought to the attention of an official and they will remove themselves from the RESTRICTED AREA and the MINOR will withdraw from participation in the Event.
2. THE MINOR AND PARENT OR GUARDIAN HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of Releasees (as identified below) or otherwise, while in or upon the RESTRICTED AREA for any purpose and/or while participating in any way in the Event. The undersigned recognize and understand that there are risk and dangers associated with participation in the Event and admission within the RESTRICTED AREA that could cause severe bodily injury, disability and death. Further, the risks and dangers may be caused by the negligent failure to act of the Releasees and others. All of the risk and dangers associated with participating in the Event and/or entry into the RESTRICTED AREA are assumed notwithstanding.
3. THE MINOR AND PARENT OR GUARDIAN release, waive, discharge and covenant not to sue the promoters, participants, racing associations, sanctioning organization (or any affiliated thereof), track operators, track owners, officials, vehicle owners, builders and suppliers, advertisers, owners and lessees and lessors of the premises used to conduct the Event(S), premises and event inspectors, surveyors, underwriters/brokers, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT (S) and for each of them, their directors, officers, agents and employees,(all for the purposes herein referred to as ("RELEASEES") , from all liability to ourselves, the undersigned's, our personal representatives, assigns, heirs and next of kin for any and all claims, demands losses or damages of the MINOR and/or PARENT or GUARDIAN on account of any injury, including, but not limited to the death or injury of the parent/guardian or MINOR or damage to property, all of which is caused or alleged to be caused by the negligence of the RELEASEES or otherwise.
4. THE PARENT AND/OR GUARDIAN hereby agrees to indemnify and save and hold harmless, Barber Mx, MillCreek Sports, LLC, Allen and Jamie McWilliams, Alex and Kathryn McWilliams, Barber Vintage Motorsports Museum, Barber Motorsports, 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, and each of them from any loss, liability, damage, or cost they may incur due, in any manner or degree to the presence of the parent/guardian or the MINOR in the RESTRICTED AREA, or related in any way to their participation in or presence at the Event and whether caused by negligence of the

RELEASEES or otherwise. The parent and/or guardian further recognize and agree they are executing this Waiver and Releases of Liability and Indemnity Agreement on behalf of themselves and on behalf of the MINOR.

5. This Release and Waiver of Liability, Assumption of Risk and Indemnify Agreement extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which Event (S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THIS AGREEMENT SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF ALABAMA. If any part of this agreement is adjusted to be invalid for any reason, I agree that the remaining terms of the Agreement remain in full force and effect.

THE PARENT OF GUARDIAN HAS READ AND VOLUNTARILY 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. I/WE FURTHER ACKNOWLEDGE THAT FAILURE TO WITNESS OR NOARIZED THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.

Parent or Guardian _____
Date

Printed Name of MINOR Participation_____

Address of Participant_____

Printed Name of Parent or Guardian_____

Subscribed and Sworn to at:_____ Before me this_____ Day_____ A.D., 20_____

Signature of Event Official or Notary Public _____
Printed Name

_____ County, State of_____ My Commission Expires_____