FOR ALL MINORS (UNDER 18 YEARS): **DATE: _____/_____/_____**

HOLLISTER SPEEDWAY

In return for the license to use the property, facilities and services (the "Facilities") of the Operator of this or any owned or affiliated facilities (as well as any other persons or entity related thereto) and/or its subsidiaries and affiliates ("OPERATOR"). The undersigned ("PARTICIPANT"), for themselves, their heirs, assigns and legal representatives, hereby expressly agrees to:

1. ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OR PRESENCE UPON THE FACILITIES, including, without limitation, the risks of death, bodily injury or property damage resulting from collision between his or her vehicle and another vehicle, a person or stationary object; skidding; overturning; sudden stops; braking or acceleration; fire; explosion; the unavailability of emergency medical care; or the negligent or deliberate acts of another person;

2. RELEASE OPERATOR, Franchisers and all its successors, assigns, subsidiaries, branches, operators, franchisees, affiliates, officers, directors, employees, agents, landlords, and even sponsors from, and not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of PARTICIPANT'S use of or presence upon the Facilities, including without limitation, those based on death, bodily injury, or property damage, whether or not caused by the negligence or other fault of OPERATOR, including strict product liability or any other liability without fault;

3. RELEASE OPERATOR, and other parties identified in paragraph 2 and owners of the facilities ("OWNERS") of any and all responsibility to him or her and agrees to indemnify and hold harmless OPERATOR and owners against any and all damages or injuries arising out of the use of the Facilities by any party, including other PARTICIPANT'S, or by negligent acts of OPERATOR or by PARTICIPANT;

4. WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to the claims; material or otherwise, which the person giving the release does not know or suspect to exist at the time or executing the release;

5. INDEMNIFY AND DEFEND OPERATOR, against and hold harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney fees, which in anyway arise from PARTICIPANT'S Use or presence upon the Facilities;

6. PAY for any and all damages to the Facilities caused by PARTICIPANT, negligently willfully or otherwise; and

7. AGREE that by participating in events or the utilization of facilities of OPERATOR, I acknowledge that I am cognizant of all the inherent dangers of driving vehicles offered to PARTICIPANT and the basic safety rules for driving such vehicles (and if not I will advise OPERATOR and request further assistance so that I may fully understand them). I agree that I will not participate in any events or utilize the facilities if I am under the influence of drugs or alcohol, if I am pregnant, or if there is any other physical condition that may impair my ability to understand instructions or to participate without creating risk to others or myself.

I HAVE READ THIS AGREEMENT. I UNDERSTAND THAT BY MAKING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS. I DO SO FREELY AND VOLUNTARILY. I FURTHER CERTIFY THAT I AM OF LAWFUL AGE, NOT PREGNANT, AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT; THAT I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL; THAT I HAVE SIGNED THIS AGREEMENT AS MY OWN FREE ACT AND IF I HAVE ANY DOUBTS CONCERNING THE CONTENTS OF THIS AGREEMENT, I WILL CONSULT AN ATTORNEY BEFORE SIGNING IT.

Print: **Minor Name: _____ _____ D.O.B.: _____/_____/_____**
First Name **Last Name**

Address: _____ City: _____ St: _____ Zip Code: _____

***Print*: Parent or Guardian's Name: _____ DL#: _____ ST: _____**

***Sign*: Parent or Guardian's Signature: _____ Phone #: (_____) _____-_____**

ID Checked by (*Speedway Employee*): _____ Date: _____/_____/_____

***Must be signed at HOLLISTER SPEEDWAY under the supervision of a HOLLISTER SPEEDWAY employee.**