

# PARENTAL CONSENT, ASSUMPTION OF RISK, RELEASE & WAIVER OF LIABILITY AGREEMENT

In consideration of my minor child or ward (the “**Minor**”) and I being permitted to compete, observe, work, or participate in any way in the racing events (the “**Events**”) at Go For It Raceway (the “**Raceway**”) and being permitted to enter the Raceway grounds, I acknowledge and agree as follows:

**1. Acknowledgement of Risks.** I acknowledge that the activities of the Events are VERY DANGEROUS and involve the RISKS OF SERIOUS BODILY INJURY, INCLUDING BUT NOT LIMITED TO PERMANENT DISABILITY, PARALYSIS, OR DEATH, AND PROPERTY DAMAGE (the “**Risks**”). The INJURIES, SOCIAL AND ECONOMIC LOSSES, COSTS, AND OTHER DAMAGES that could result from the Risks COULD BE SEVERE and COULD PERMANENTLY CHANGE MY LIFE OR THE MINOR’S LIFE. Such Risks apply to EVERYONE at the Raceway, not just the participants of the Events. The Risks may be caused by my or the Minor’s own actions or inactions, the actions or inactions of others participating in the Events, the actions or inactions of others located on the Raceway grounds, the condition or layout of the Raceway grounds or equipment located on the Raceway grounds, the NEGLIGENCE OF THE RELEASEES named below, or other causes. I understand that there may be RISKS NOT NOW KNOWN TO ME or that are not readily foreseeable at this time. I further understand that INJURIES MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OR RESUSCITATION OPERATIONS OR PROCEDURES OF THE RELEASEES named below. I will instruct the Minor regarding the foregoing Risks. I acknowledge that I have the right to inspect the Raceway grounds, facilities, and any equipment to be used by or for the Minor or myself. If I believe anything is unsafe, I will immediately notify the Raceway officials, leave the Raceway grounds, and refuse to participate further in the Events. I will instruct the Minor to do the same.

**STOP!** The undersigned is asked to carefully consider the Risks and potential consequences of the Risks. Participating in the Events or entering the Raceway grounds is VERY DANGEROUS. The Risks include, but are not limited to, injury or damage caused by accidents, errant vehicles or debris or persons, equipment failure, falling or flying objects, collapse, fire, explosions, hazardous property conditions, hazardous weather, animals, food illness, medical emergencies, rescue or resuscitation operations or procedures, acts of God, and many other potential causes.

**2. Parental Consent.** I understand the nature of the Events, the attendant Risks, and the Minor’s experience and capabilities. I believe the Minor is qualified by talent, knowledge, and experience to participate in the Events and to enter and remain on the Raceway grounds. I hereby consent to the Minor’s participation in the Events and entry onto the Raceway grounds.

**3. Assumption of Risks.** After carefully considering the Risks and potential consequences of the Risks, whether or not expressly stated above, I hereby ACCEPT AND ASSUME FULL RESPONSIBILITY FOR ALL RISKS TO MYSELF AND THE MINOR, WHETHER KNOWN OR UNKNOWN, INCLUDING BUT NOT LIMITED TO ALL INJURIES, LOSSES, COSTS, OR DAMAGES CAUSED BY SUCH RISKS, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES named below.

**4. Release & Waiver of Liability.** I HEREBY **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** THE FOLLOWING PERSONS OR ENTITIES (collectively, the “**Releasees**”) FROM ALL LIABILITY TO ME, THE MINOR, OR OUR HEIRS, PERSONAL REPRESENTATIVES, AND ASSIGNS, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, COSTS, OR DAMAGES RELATED TO ANY INJURY OR DAMAGE TO ME OR THE MINOR CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES, INCLUDING BUT NOT LIMITED TO NEGLIGENT RESCUE OR RESUSCITATION OPERATIONS OR PROCEDURES. The Releasees include the following persons or entities related to the Events or the Raceway: promoters, participants, racing associations or sanctioning organizations or any subdivision thereof, track operators, track owners or lessees, officials, vehicle owners, pit crews, maintenance personnel, rescue personnel, vendors, contractors, volunteers, any person located on the Raceway grounds, sponsors, advertisers, owners and lessees of the real property on which the Raceway is located, premises or event inspectors, surveyors, underwriters, consultants, and other persons or entities who give recommendations, directions, or instructions in planning the Events or Raceway or engage in risk evaluation or loss control activities regarding the Raceway or Events and each of them, their directors, officers, owners, members, agents, employees, representatives, affiliates, successors and assigns.

**5. Reckless & Intentional Acts.** This Parental Consent, Assumption of Risk, Release & Waiver of Liability Agreement (this “**Agreement**”) is limited to injuries, losses, costs, or damages caused by or alleged to be caused by the negligence of any of the Releasees. It does not apply to any injuries, losses, costs, or damages caused by the reckless or intentional actions or inactions of any Releasees.

**6. Scope & Wavier of Bargaining Rights.** I acknowledge and agree that this Agreement extends to all acts of negligence by the Releasees, including negligent rescue or resuscitation operations or procedures, and is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin. I have considered that if this this Agreement was not as broad as it is, the cost of my or the Minor's participating in the Events or my or the Minor's entrance onto the Raceway grounds would be considerably higher, and as I do not wish to pay a considerably higher cost, I waive the right to bargain for different terms for this Agreement.

**7. Covered Events.** I acknowledge and agree that this Agreement applies to all Events that I or the Minor participate in or attend at the Raceway during the calendar year in which the below signature(s) is(are) dated.

**8. Severability.** If any portion of this Agreement is held invalid or unenforceable, but if limitations on such portion would make it or this Agreement valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. If such provision may not be so limited, it shall be deemed severable and the remainder of this Agreement shall remain in full force and effect.

**I HAVE READ THIS PARENTAL CONSENT, ASSUMPTION OF RISK, RELEASE & WAIVER OF LIABILITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS FOR MYSELF AND THE MINOR BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY AS DESCRIBED HEREIN TO THE GREATEST EXTENT ALLOWED BY LAW.**

*[At Least One Parent Or Guardian Must Sign Below And All Minors Participating In The Events Or Entering The Raceway Must Be Listed]*

_____	_____	_____
Print Name of Parent or Guardian	Signature of Parent or Guardian	Date
_____	_____	_____
Print Name of Parent or Guardian	Signature of Parent or Guardian	Date
_____	_____	_____
Print Minor's Name & Date of Birth	Print Minor's Name & Date of Birth	Print Minor's Name & Date of Birth
_____	_____	_____
Print Minor's Name & Date of Birth	Print Minor's Name & Date of Birth	Print Minor's Name & Date of Birth