☐ Event/Activity

_____

_____

2019 INDIANAPOLIS MOTOR SPEEDWAY

PARENTAL/LEGAL GUARDIAN CONSENT, INDEMNIFICATION & LIABILITY RELEASE AGREEMENT FOR MINOR PARTICIPANT

NON-TRANSFERABLE CREDENTIAL **(the "Agreement")**

FOR OFFICE USE ONLY

IMS-500-COR

Name of the Minor Child: _____ **Age of Minor Child:** _____ **Birth Date of Minor Child:** _____

TO BE READ AND SIGNED BY PARENT/LEGAL GUARDIAN BEFORE MINOR CHILD IS PERMITTED ACCESS TO THE PREMISES OF THE INDIANAPOLIS MOTOR SPEEDWAY, INCLUDING CERTAIN RESTRICTED AREAS (collectively, the "Speedway") AND/OR BEFORE MINOR CHILD PARTICIPATES IN RACING ACTIVITIES.

On behalf of Minor Child, I, as Parent/Legal Guardian request Indianapolis Motor Speedway, LLC ("IMS") to provide Minor Child with credentials, and/or access to the premises of the Speedway, and/or to allow Minor Child to participate in racing event(s) and/or activity(ies) (each, an "Event", and collectively, "Events"). I understand that these privileges involve varying degrees of risk that I, on behalf of Minor Child, must assess and accept. In consideration for the granting of this request, I, the undersigned Parent/Legal Guardian, enter into and agree to the following conditions for myself, Minor Child, and Minor Child's heirs, assigns, and personal representatives, including estate of Minor Child.

CONDITIONS:

Certification. I CERTIFY that I am the Parent and/or Legal Guardian of Minor Child.

Term. I AGREE that the privileges extended to Minor Child WILL EXPIRE UPON THE CONCLUSION OF THE EVENT.

Assumption of Risk. I UNDERSTAND that Minor Child's presence at the Speedway and/or Minor Child's participation in the Event will expose Minor Child to dangers both from known risk and unanticipated risk. I willingly and voluntarily assume these risks, including the risk of negligent conduct. I also recognize that Minor Child's injuries and/or damages may be caused, increased, or compounded by negligent rescue operation or procedures. I agree that the only way to avoid the risk of presence or participation is not to allow Minor Child to gain access or participate. I understand that once Minor Child's access or participation begins, the risk can no longer be avoided. I understand that Minor Child's injury or death, as a result of Minor Child's access or participation, affects Minor Child's dependents and loved ones. I have discussed this risk with Minor Child's loved ones as I believe appropriate, and have explained to them as I feel necessary my agreement to release fellow Event Participants, IMS, and all others involved in the Event, including a release from their own negligence (see Release below). I represent that they understand and support the decision to enter into this Agreement.

Release, Covenant and Waiver. I hereby release, waive, discharge and covenant not to sue IMS, INDYCAR, LLC ("INDYCAR"), Hulman Motorsports Properties, LLC, Hulman Motorsports Corporation, Indianapolis Motor Speedway Foundation, Inc., Motorsports Safety Technology, LLC ("MST"), Automobile Competition Committee for the United States ("ACCUS"), United States Auto Club, Inc. ("USAC"), Andersen Promotions, LLC, Parella Racing LLC, d/b/a Sportscar Vintage Racing Association ("SVRA"), National Association for Stock Car Auto Racing, Inc. ("NASCAR"), Red Bull Air Race GmbH, and/or Event Participants and their officers, directors, members, shareholders, owners, successors, assigns, agents, employees, representatives, and affiliates (collectively, "Released Parties") from any and all claims or liability arising out of personal injury or property damage suffered, including, but not limited to, any claim arising out of any condition on the premises of the Speedway or the conduct of any person in connection with the preparation for, supervision of, or conduct of any Event. I am specifically releasing the Released Parties, individually and collectively, for their negligence in any form. In signing this release, I FULLY RECOGNIZE THAT IF MINOR CHILD SUFFERS PERSONAL INJURY OR DEATH AND/OR PROPERTY IS DAMAGED WHILE ON THE PREMISES OF THE SPEEDWAY OR WHILE PARTICIPATING IN REGARD TO OR IN THE EVENT, I, on behalf of Minor Child, WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY OR ANY OF THEM CAUSED MINOR CHILD'S INJURY, DEATH, OR DAMAGE BY THEIR NEGLIGENCE. The term "Event Participants" shall include any person or entity along with their officers, directors, members, shareholders, owners, successors, assigns, agents, employees, representatives, and affiliates that are in any way associated or connected with the race track facility, Event, or other activity including, but not limited to, track owners, race promoters, racing associations, sanctioning and/or governing organizations, officials, track workers, volunteers, entrants, car owners, drivers, pit crew members, safety crew members, medical personnel, sponsors, manufacturers, suppliers, designers, advertisers, inspectors, construction contractors, engineers, architects, insurers, and all persons in a restricted area.

Notice. I UNDERSTAND that any injury including a fatal injury that is claimed to have been caused by wrongful conduct that is intentional or willful and wanton by a Released Party is an allegation that can have serious consequences to IMS. I agree not to make such a claim unless I can support the claim by established facts and give timely notice of the claim to IMS. I or Minor Child's representative must deliver written notice to the President of IMS within thirty (30) days of the incident in which the wrongful conduct is alleged to have occurred. The written notice must include Minor Childs's version of the incident, the factual basis of the claim, the name (identity or capacity of individual if name not known) of each person and/or entity who committed the wrongful conduct, and the nature of the injury or death caused by the wrongful conduct. I understand and agree that if I or Minor Child's representative fails to deliver this timely written claim to the President of IMS or fails to include the required information, the right to define the conduct in question as anything worse than conduct that I have specifically released such as negligence shall be forfeited and waived.

Indemnity. I AGREE to indemnify and hold harmless the Released Parties as to all lawsuits, claims, damages, costs, and attorneys' fees, including claims as to Released Parties' sole or contributory negligence, which arise out of Minor Child's presence on the premises of the Speedway, Minor Child's involvement and/or participation in an Event, and/or Minor Child's violation, including Minor Child's representative's violation, of any provision of this Agreement. I, on behalf of Minor Child recognize that this indemnity applies to the unauthorized transfer or attempted transfer of this privilege as to access and/or activity participation. As I, on behalf of Minor Child am releasing any claim that Minor Child's family, guardian, and/or representative, including Minor Child's estate, might wish to make by reason of Minor Child's injury or death or property damage, this indemnity obligation shall specifically apply to such actions on Minor Child's behalf and/or any such actions resulting from Minor Child's injury or death or property damage.

Commercial Rights. I UNDERSTAND AND AGREE that IMS and its successors and assigns, shall have and own, in connection with any Events held on the premises of the Speedway, the sole and exclusive right to commercially exploit such Events including all rights to all photographs, video reproductions, audio reproductions, films or motions pictures, radio or television broadcasts, and other reproductions or depictions of any such Events or any portion thereof, including without limitation descriptions, pictures, likenesses, images, name, and sound of Minor Child alone or with others, through any and all media whether known or hereafter discovered. I hereby grant to IMS and its successors and assigns a non-exclusive, perpetual license to use, and I irrevocably consent to the use of, Minor Child's rights of publicity for the purpose of promoting an Event and for the purpose of any other exploitation of the rights set forth above. I understand that I have no right to sell, transfer, or assign any of IMS's commercial rights to any person or entity.

Governing Law and Jurisdiction. I AGREE that this Agreement is governed by Indiana law. The exclusive jurisdiction as to any action that involves the Agreement, including interpretation or application of the Release, Covenant and Waiver and Indemnity shall be a federal or state court residing in Marion County, Indiana.

Non-Transferability and Revocation. I AGREE that the privileges extended to Minor Child WILL NOT BE TRANSFERRED TO ANOTHER AND CAN BE REVOKED at any time and for any reason which IMS determines in its sole discretion to be desirable, including, but not limited to, improper attire, misconduct, or misuse of any privilege granted to Minor Child or me. I UNDERSTAND that false information given to obtain credentials or misuse of assigned credentials (transferring, duplication, etc.) will result in revocation of all credentials. The issuance of current and future credentials shall be at IMS's sole discretion.

READ! YOUR AND THE MINOR CHILD'S LEGAL RIGHTS ARE AFFECTED.

READ! THIS IS A LEGALLY BINDING DOCUMENT.

FOR OFFICE USE ONLY

BY SIGNING BELOW, I certify that I carefully read and understand all of the provisions of the Agreement in English, consent to all such terms, and voluntarily sign this Agreement:

Printed Name of Parent or Legal Guardian _____ DATE _____

Address of Parent or Legal Guadian _____ CITY _____ STATE _____ ZIP _____

EMAIL ADDRESS _____ NAME OF MINOR CHILD _____

SIGNATURE _____

THIS IS A RELEASE - YOUR LEGAL RIGHTS ARE AFFECTED

DATE _____

COMPLETE ONE

DRIVER'S LICENSE _____ STATE _____

PASSPORT _____

SOCIAL SECURITY (Last 4 digits ONLY) ___ ___ ___ ___

IMS may use information that you submit here, including your email address and other contact information, to provide you with direct-marketing communications from IMS or its affiliates/other third parties selected by IMS, including without limitation information regarding future IMS events, IMS products or services, and/or other related offerings. Such direct-marketing communications may include email messages, text messages, or other electronic or non-electronic forms of communication. YOU HAVE THE RIGHT TO OPT OUT of receiving any such communications by marking the checkbox. ☐ I opt out of direct marketing communications.

ACKNOWLEDGMENT OF MINOR CHILD – AGE 10 OR OLDER

I acknowledge that I have obtained my parent/legal guardian's consent to enter and participate in the Event. I understand that my presence at the Speedway and/or participation in the Event is dangerous and involves my risk of serious injury or death. I accept and assume all such risk and acknowledge my parent/legal guardian's right to sign the Agreement on my behalf. I have read the above assumption of risk acknowledgment, along with the Agreement, understand what I have read in English, and voluntarily sign this acknowledgment.

READ! THIS IS A LEGALLY BINDING DOCUMENT

Printed Name of Minor Child _____ DATE _____

THIS IS A RELEASE - YOUR LEGAL RIGHTS ARE AFFECTED

SIGNATURE _____

BIRTH DATE _____

REQUIRED IF PARENT OR LEGAL GUARDIAN IS NOT PRESENT AT EVENT

STATE OF _____)
) SS: _____
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, parent or legal guardian of _____, and acknowledged the execution of the foregoing 2019 Indianapolis Motor Speedway Parental/Legal Guardian Consent, Indemnification & Liability Release Agreement for Minor.

WITNESS MY HAND AND NOTARIAL SEAL THIS ___ DAY OF _____, 2019.

Notary Public (signed/printed) _____

My Commission Expires: _____

Resident of _____ County, _____ State, _____ Country _____