

**RELEASE AND WAIVER OF LIABILITY  
ASSUMPTION OF RISK, INDEMNITY AND RIGHTS AGREEMENT FOR MINORS**

Description and location of scheduled event(s) "Events(s)"

Event Date

IN CONSIDERATION (a) of being permitted to compete, officiate, observe, work for, or participate in any way in the Event(s) or (b) being permitted to enter, for any purpose, any Restricted Area (defined as any restricted area requiring special authorization, credentials, or permission to enter any area where admission by general public is restricted or prohibited), including but not limited to the competition area and the hot pit area. EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, parent or legal guardian, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect the Restricted Areas which he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about Restricted Areas and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the Restricted Areas and /or refuse to participate further in the Event(s).

2. HEREBY RELEASE, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE **International Hot Rod Association, LLC**, SFX Motor Sports, Inc., d/b/a Clear Channel Entertainment-Motor Sports, and its affiliates and related companies including specifically SFX Entertainment, Inc., d/b/a Clear Channel Entertainment, Clear Channel Communications, Inc. , their respective representatives, officers and employees and those in privity with them (including without limitation any co-promoters, the Professional Bull Riders Association, Dirt Wurx, Inc., Pro-Track II., and Special-T Tracks, Inc.) participants, racing associations, sanctioning organizations or any subdivision thereof, including any parents or affiliated entities, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, medical personnel, any persons in any Restricted Area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the Event (s), premises and event inspectors, surveyors, underwriters, consultants and others who provide recommendations, directions, or instructions including, but not limited to, driving schools or classes or engage in risk evaluation or loss control activates regarding the premises or Event (s) and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees", FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, parent or legal guardian, assigns, heirs, and the next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY, OR RESULTING IN DEATH, OT THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT NEGLIGENCE OR WRONGDOING, STRICT LIABILITY OR FAULT OF THE RELEASEES OR OTHERWISE.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE OR COST they may incur arising out of or related to the Event(s) WHETHER CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR FAULT OF THE RELEASEES OR OTHERWISE.

4. HEREBY ASSURES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the Event(s) WHETHER CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF RELEASEES OR OTHERWISE.

5. HEREBY acknowledges, that THE ACTIVITIES OF THE EVENT (S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges the INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES. The releasees authorize and provide full consent to SFX Motor Sports, Inc. d/b/a Clear Channel Entertainment-Motor Sports, its subsidiaries, affiliates, agents, contractors, vendors, track operators, volunteers or others, subject to the release, waivers and indemnities contained herein, to seek and/or provide medical attention/treatment, including the release and distribution of medical records, the respective entities may deem necessary and appropriate in, the event the undersigned is unable, unfit or not qualified to make such decisions.

6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk, Indemnity and Rights Agreement extends to all acts of negligence or wrongdoing 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 the Event(s) is/are conducted and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. Agrees that he/she will not **use, distribute or give away** any videotape, film or otherwise record his/her performance in the Event (s) or any other portion of the Event (s) (or any practices or qualifying activities or any other activities associated or connected with Event (s)), in whole or in part, nor will he/she authorize or license any third party to do so **FOR COMMERCIAL SALE, PROFIT (DIRECT OR INDIRECT), REPRODUCTION, BROADCAST or PUBLIC DISPLAY.**

8. Agrees that SFX Motor Sports, Inc. d/b/a Clear Channel Entertainment-Motor Sports and its affiliates and designees shall have the right, in perpetuity throughout the world, to use the name, likeness and/or biography of the undersigned in connection with the Event (s) and all advertising and promotion of SFX Motor Sports, Inc. d/b/a Clear Channel Entertainment-Motor Sports and/or any motor sports event or exhibition produced, presented or promoted by SFX Motor Sports, Inc. d/b/a Clear Channel Entertainment-Motor Sports .

9. Grants to SFX Motor Sports, Inc. d/b/a Clear Channel Entertainment-Motor Sports and its designees, in perpetuity and throughout the world, and without further compensation or consideration, the exclusive right to photograph, film, videotape, or otherwise record and to use, reuse, license the right to use and reuse and to otherwise exploit in any manner whatsoever by means of print and any and all forms of electronic media distribution now existing or hereafter created (including without limitation standard and non-standard television and home video distribution):

(i) The undersigned's name and performance in the Event (s) (and/or any personal interviews granted by him/her and his/her practice or qualifying activities in preparation for the Event(s));

(ii) The name(s), likeness (s), logo (s), design(s), artwork and other creative elements of the vehicle(s) the undersigned is driving in the Event (s) and/or owns (and allows another person to drive in the Event(s)), including without limitation, in connection with the creation of a character or character appearing and performing at this Event(s) and/or other motor sport events at which the undersigned's vehicle has appeared or will appear (or in any television programs relating to the Event(s) or such other events.) The undersigned acknowledges that all rights to such character(s), other than rights in the name and/or likeness of the subject vehicle, belong to SFX Motor Sports, Inc. d/b/a Clear Channel Entertainment-Motor Sports.

10. Warrants and represents that he/she is the owner of all rights granted hereunder or has been duly authorized by the owner of such rights to grant same and (ii) is at least eighteen (18) years of age or is the legal parent or guardian of the minor child listed below and is executing this Release and Waiver of Liability, Assumption of Risk, Indemnity and Rights Agreement for Minors on behalf of such minor child.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OR RISK, INDEMNITY AND RIGHTS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

**CAUTION: READ BEFORE SIGNING**

Minors:

PRINT PARENT NAME

SIGNATURE OF PARENT/GUARDIAN

NAME AND AGE OF MINOR

_____	<u>I HAVE READ THIS RELEASE</u>	_____
_____	<u>I HAVE READ THIS RELEASE</u>	_____
_____	<u>I HAVE READ THIS RELEASE</u>	_____
_____	<u>I HAVE READ THIS RELEASE</u>	_____
_____	<u>I HAVE READ THIS RELEASE</u>	_____
_____	<u>I HAVE READ THIS RELEASE</u>	_____

Signature, Title and Address of Witness: \_\_\_\_\_