

TRI-STATE SPEEDWAY/WICKED MOTORSPORTS, LLC ("The Speedway")

35 Chase Avenue, Dudley, MA 01571

Release, Waiver of Liability, and Indemnity Agreement

PLEASE READ THIS DOCUMENT CAREFULLY. IT AFFECTS YOUR RIGHTS

ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

MINOR PARENTAL CONSENT (For anyone under 18)

I, _____, the minor's custodial parent and/or legal guardian, understand the inherent risks of being a driver or spectator at The Speedway. I understand the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I have read this Acknowledgement of Risk and Waiver of Liability form and fully understand its terms and conditions.

The undersigned, on behalf of said Minor Driver/Spectator (individually and collectively referred to as "The Minor") acknowledges that The Minor will participate in activities that involve risk of injury to person or property and that he or she assumes full responsibility for all such risks. Other than as set forth below, the undersigned certifies that The Minor is in good health with no condition, illness, or abnormality which might subject him or her to undue personal risk from engaging in such activities. In the event of any emergency requiring medical care, The Speedway is hereby authorized to use its best efforts to obtain whatever medical treatment it deems necessary or appropriate under the circumstances.

Furthermore, The Parent/Legal Guardian on behalf of himself/herself and the Minor hereby specifically releases, waives, discharges and agrees not to sue The Speedway, its owners, officers, directors, employees and/or Chase Mill Realty, LLC (the "Landlord"), its owners, officers, directors, employees and/or agents with respect to any or all liability to The Minor, his or her representatives or assigns, for any loss or damage, and any claim or demand therefore, on account of injury to person or property, including death, including, but not limited to, liability caused by the sole or partial fault or negligence of The Speedway or Landlord, while The Minor is in, on or about any premises of The Speedway or Landlord using any of The Speedway or Landlord's facilities or The Speedway equipment or participating in any program affiliated with The Speedway, without regard to location. This release not only constitutes a release of all liability with respect to any injury to the person or property as characterized above, but also constitutes a release of The Speedway and Landlord's liability for injuries resulting from The Speedway or Landlord's future negligence and constitutes a waiver of The Minor's legal rights. I further agree that if, despite this release, I, or anyone on my behalf or The Minor's behalf makes a claim against the Speedway or Landlord, I will indemnify, save and hold harmless The Speedway and/or Landlord from any litigation expenses, attorney fees, loss liability, damage, and any and all costs to The Speedway or Landlord that it may incur as the result of any such claim.

The undersigned expressly agrees that the foregoing Release, Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Massachusetts and that if any portion thereof is held invalid, the undersigned agrees that the balance shall, nevertheless continue in full force and effect.

The undersigned understands that The Speedway has the right to require any person whose actions or attitude are deemed detrimental to The Speedway or its business to leave the premises, without receiving any refund of any fees paid.

By signing this Acknowledgement of Risk and Waiver of Liability, the undersigned verifies the following by initialing:

- ___ 1) I can read and understand the English language;
- ___ 2) The Minor has no medical, emotional, or other condition that will impair my ability to understand instructions or participate in events without creating a risk to myself or other participants. The Minor is not pregnant. The Minor does not suffer from a heart condition, high blood pressure, or other medical condition that is not under medical care and may affect his/her ability to operate a kart in a safe manner;
- ___ 3) I have been given sufficient time to thoroughly read this Acknowledgement of Risk and Waiver of Liability form and have read said form;
- ___ 4) I am voluntarily signing this Acknowledgement of Risk and Waiver of Liability form;
- ___ 5) I further agree that no representations of statements have been made to me or The Minor other than those set forth herein.
- ___ 6) The Minor has not consumed alcohol, drugs or medications that will affect his/her ability to operate a kart safely and will not consume them while at or on any area of the Speedway.
- ___ 7) The Minor will stay seated at all times in the kart and keep all body parts within the confined spaces of the kart for the purposes of his/her safety. The Minor will wear the safety harness at all times, keep long hair tied back and have the proper shoes on.
- ___ 8) The Minor acknowledges that inappropriate behavior, such as swearing, fighting, aggressive actions towards The Speedway's staff or other patrons, reckless driving in the parking lot and any violation of The Speedway's rules can be grounds for my removal from the Speedway without refund and the revocation of my membership permanently.
- ___ 9) I and The Minor understand that any/all photo's taken may be used for any/all advertising purposes pertaining to The Speedway.
- ___ 10) THIS RELEASE SHALL CONTINUE IN EFFECT EACH TIME THE MINOR RENTS AND OPERATES A KART AT THE SPEEDWAY.

NAME OF MINOR PARTICIPANT	Racing Name
___ / ___ / ___	
Date of Birth	E-Mail
	Telephone
Address	City
	State
	Zip
PARENT/LEGAL GUARDIAN'S SIGNATURE	PRINTED NAME of PARENT/LEGAL GUARDIAN
	Date

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ADULT: 18 YEARS OR OLDER

To: TRI STATE SPEEDWAY/WICKED MOTORSPORTS, LLC., its owners, officers, directors, employees, and agents (collectively and individually hereinafter referred to as "The Speedway") and Chase Mill Realty, LLC its owners, officers, directors, employees, and agents (collectively and individually the "Landlord"):

The undersigned, on behalf of himself/herself (individually and collectively referred to as "The Driver") acknowledges that The Driver will participate in activities that involve risk of injury to person or property and that he or she assumes full responsibility for all such risks. Other than as set forth below, the undersigned certifies that The Driver is in good health with no condition, illness, or abnormality which might subject him or her to undue personal risk from engaging in such activities. In the event of any emergency requiring medical care, The Speedway is hereby authorized to use its best efforts to obtain whatever medical treatment it deems necessary or appropriate under the circumstances.

Furthermore, The Driver hereby specifically releases, waives, discharges and agrees not to sue The Speedway or the Landlord, and the owners, officers, employees and agents of The Speedway and Landlord, with respect to any or all liability to The Driver, his or her representatives or assigns, for any loss or damage, and any claim or demand therefore, on account of injury to person or property, including death, including, but not limited to, liability caused by the sole or partial fault or negligence of The Speedway or Landlord, while The Driver is in, on or about any premises of The Speedway or Landlord using any of The Speedway or Landlord's facilities or The Speedway equipment or participating in any program affiliated with The Speedway, without regard to location. This release not only constitutes a release of all liability with respect to any injury to the person or property as characterized above, but also constitutes a release of The Speedway and Landlord's liability for injuries resulting from The Speedway or Landlord's future negligence and constitutes a waiver of The Driver's legal rights. I further agree that if, despite this release, I, or anyone on my behalf makes a claim against the Speedway or Landlord, I will indemnify, save and hold harmless The Speedway and/or Landlord from any litigation expenses, attorney fees, loss liability, damage, and any and all costs to The Speedway or Landlord that it may incur as the result of any such claim.

The undersigned expressly agrees that the foregoing Release, Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Massachusetts and that if any portion thereof is held invalid, the undersigned agrees that the balance shall, nevertheless continue in full force and effect.

The undersigned understands that The Speedway has the right to require any person whose actions or attitude are deemed detrimental to The Speedway or its business to leave the premises, without receiving any refund of any fees paid.

By signing this waiver and release form, the undersigned verifies the following by initialing:

- 1) I can read and understand the English language;
- 2) I have no medical, emotional, or other condition that will impair my ability to understand instructions or participate in events without creating a risk to myself or other participants. I am not pregnant. I do not suffer from a heart condition, high blood pressure, or other medical condition that is not under medical care and may affect my ability to operate a kart in a safe manner;
- 3) I have been given sufficient time to thoroughly read this Acknowledgement of Risk and Waiver of Liability form and have read said form;
- 4) I am voluntarily signing this Acknowledgement of Risk and Waiver of Liability form;
- 5) I further agree that no representations of statements have been made to me other than those set forth herein.
- 6) I have not consumed alcohol, drugs or medications that will affect my ability to operate a kart safely and will not consume them while at or on any area of the Speedway.
- 7) I will stay seated at all times in the kart and keep all body parts within the confined spaces of the kart for the purposes of my safety. I will wear the safety harness at all times, keep long hair tied back and have the proper shoes on.
- 8) I acknowledge that inappropriate behavior, such as swearing, fighting, aggressive actions towards The Speedway's staff or other patrons, reckless driving in the parking lot and any violation of The Speedway's rules can be grounds for my removal from the Speedway without refund and the revocation of my membership permanently.
- 9) I understand that any/all photo's taken may be used for any/all advertising purposes pertaining to The Speedway.
- 10) THIS RELEASE SHALL CONTINUE IN EFFECT EACH TIME I RENT AND OPERATE A KART AT THE SPEEDWAY.

PRINTED NAME OF DRIVER

EMERGENCY CONTACT NAME & PHONE NUMBER

___ / ___ / ___
Date of Birth

E-Mail

Telephone

Address

City

State

Zip

Driver's Signature

Date

Racing Name