

MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
(READ CAREFULLY BEFORE SIGNING)
CROW HILL MOTORSPORTS PARK, LLC

IN CONSIDERATION for allowing in the below MINOR and permitting said MINOR to enter for any purpose any property owned in whole or in part by Crow Hill Motorsports Park, LLC, Astro Welding & Fabricating, Inc., d/b/a Astro Crane Service, Richard E. Marshall, Jr., and Rosanne Marshall, all of Stow, Massachusetts, located at Old County Road, King Phillip Trail, and West Road, all ways located in the Town of Templeton, Massachusetts, or being permitted to participate in recreational activities at the property, including but not limited to motorsport riding, officiating, observing, working for, or participating in any way any events or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited, including, but not limited to, the riding area, competition area and a pit or paddock area) THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin agrees that:

- 1. THE MINOR AND PARENT OR GUARDIAN will immediately inspect the RESTRICTED AREA upon entering it and warrants that their entry therein and/or the MINOR'S EVENT(S) participation constitutes an acknowledgment that they have inspected the RESTRICTED AREA and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at any time in the RESTRICTED AREA they believe something is unsafe, it will be brought to the attention of an official, and they will remove themselves from the RESTRICTED AREA and the MINOR will withdraw from participation in the EVENT(S).
- 2. THE MINOR AND PARENT OR GUARDIAN HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of the Releasees (as identified below) or otherwise, while in or upon the RESTRICTED AREA for any purpose and/or while participating in any way in the EVENT(S). The undersigned recognize and understand that there are risks and dangers associated with participation in the EVENT(S) and admission within the RESTRICTED AREA could cause severe bodily injury, disability and death. Further, the risks and dangers may be caused by the negligent failure to act of the Releasees and others. All of the risks and dangers associated with participating in the EVENT(S) and/or entry into the RESTRICTED AREA are assumed not withstanding.
- 3. THE MINOR AND PARENT OR GUARDIAN release, waive, discharge and covenant not to sue the promoters, participants, associations, sanctioning organizations (or any affiliates thereof), track operators, track owners, officials, vehicle owners, riders, pit crew, all persons in the RESTRICTED AREA, sponsors, advertisers, owners, lessees and lessors of the premises used to conduct the EVENT(S), premises and event inspectors, surveyors, brokers/underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, all for the purpose herein referred to as "Releasees," from all liability to ourselves, the undersigned, our personal representatives, assigns, executors, heirs, and next of kin for any and all claims, demands, losses or damages of the MINOR and/or parent or guardian on account of any injury including, but not limited to, the death or injury of the parent/guardian or MINOR or damage to property, all of which is caused or alleged to be caused by the negligence of the Releasees or otherwise.
- 4. THE PARENT AND/OR GUARDIAN hereby agrees to indemnify, and save and hold harmless, the Releasees and each of them from loss, liability damage, or cost, including attorney fees they may occur due, in any manner or degree, to the presence of the parent/guardian or the MINOR in the RESTRICTED AREA, or related in any way to their participation in, or presence at, the EVENT(S) and whether caused by negligence of the Releasees or otherwise. The parent and/or guardian further recognize and agree they are executing this Waiver and Release of Liability and Indemnity Agreement on behalf of themselves and on behalf of the MINOR.
- 5. This Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the EVENT(S) is/are conducted, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP.

PARENT OR GUARDIAN - PRINT NAME

SIGN NAME HERE

ADDRESS

TOWN/STATE/ZIP

NAME OF MINOR

MINOR DATE OF BIRTH

EMERGENCY CONTACT PERSON

TELEPHONE NO. - EMERGENCY CONTACT

COMMONWEALTH OF MASSACHUSETTS
WORCESTER, SS.

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared the above named parent or guardian, proved to me through satisfactory identification, which was a picture ID containing his/her signature

issued by _____ to operate a motor vehicle, to be the person whose name is signed on the preceding or attached document in my presence, and acknowledged to me that he/she signed it voluntarily for its stated purpose.
