

MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
(READ CAREFULLY BEFORE SIGNING)
CROWHILL 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, Richard E. Marshall, Jr., and Rosanne Marshall, all of Philipstown, Massachusetts, located at Old County Road, King Philip 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.
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).
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.
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 Commonwealth of Massachusetts 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, 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. I/WE FURTHER ACKNOWLEDGE THAT FAILURE TO WITNESS OR NOTARIZE THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.

1. \_\_\_\_\_
Parent or Guardian (Signature)
[ ] (Initial): I represent that I have sole legal custody or am sole parent/guardian.
[ ] Father [ ] Mother [ ] Guardian (Check One) (Date mm/dd/yyyy)
2. \_\_\_\_\_
Parent or Guardian (Signature)
[ ] Father [ ] Mother [ ] Guardian (Check One) (Date mm/dd/yyyy)

Printed Name of MINOR Participant: \_\_\_\_\_ DOB: \_\_\_\_\_
Address of Participant: \_\_\_\_\_

Printed Name of Parent or Guardian 1: \_\_\_\_\_ SEAL
Printed Name of Parent or Guardian 2: \_\_\_\_\_

Parent's Cell Phone \_\_\_\_\_ Parent's Email \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory identification, which was \_\_\_\_\_, to be the person(s) whose name is/are signed on the preceding instrument and who swore or affirmed the foregoing instrument to be his/her/their free act and deed.

Signature of Event Official or Notary Public \_\_\_\_\_ Printed Name of Event Official or Notary Public \_\_\_\_\_
\_\_\_\_\_ County, State of \_\_\_\_\_ My Commission Expires: \_\_\_\_\_