

ROAD RACE SERIES AT PACIFIC RACEWAYS 2019 ~ MINOR ENTRY FORM (PARTICIPANTS UNDER 18)

Participant Information - Please print legibly

USAC # _____

Team Name _____

Name (first and last) _____ Age@end of 2019 _____ Gender M F
 Address _____ Email address _____
 City _____ State _____ Zip Code _____ Phone _____

Parent or Guardian Information (Required for Any Participant Under 18 Years of Age)

Name (first and last): _____ Relationship to Participant _____
 Email Address _____ Phone _____

If you do not have a medical insurance policy, please do not participate.

Assumption of Risks, Release of Liability, Hold Harmless & Indemnification

By signing below, I hereby certify that I have read each and every section below, understand the meaning of such sections, and agree without reservation to the terms contained therein.

Section 1. General. (Note: references to "minor" in this document refer to the above participant for whom the parent or guardian is signing) I understand that the event that I am signing this *Assumption of Risks, Release of Liability, Hold Harmless and Indemnification* (hereinafter "Release") for is a dangerous sport in which crashes and accidents are frequent, and is an extreme test of the minor's physical and mental limits, and carries with it the risk of extreme injury, death, and property damage. **By allowing the minor to participate, I accept all risks, whether stated herein or not, and agree that I will not submit any demand or file any legal action or otherwise attempt to recover anything of any value, for any reason whatsoever, from Pacific Raceways, Pacific Raceways, INC., Race Track, LLC., J Dan Fiorito, JR., Jason Fiorito, and Andrea Kester d/b/a Pacific Raceways and any of its owners, employees, contractors, agents and volunteers (hereinafter Pacific Raceways); BuDu Racing, LLC, and any of its owners (Rory and Deanna Muller), employees, contractors, agents or volunteers (hereinafter BDR, LLC) and Northwest Tri and Bike and any of its owners, or employees hereinafter NWT&B), and any other sponsor, in the event that the minor is injured in any way, or suffers death or property damage, or in the event I or any other person suffers damages or injury of any kind, whether emotional, mental or physical, or economic, as a result of injury or death to the minor.**

Section 2. Assumption of Risks. I accept all risks, whether known, unknown or readily apparent to me or the minor, including, but not limited to:

- Road or Facility Hazards - which include but are not limited to cracks, holes, bumps, grooves, rocks, asphalt, concrete, leaves, branches, garbage, auto parts, metals, rubber, glass, water bottles, any object of any kind owned or maintained by Pacific Raceways or left on the event property; other participants or the equipment of other participants; other objects of any kind at any location on the grounds of the venue; animals or animal carcasses; slippery chemicals including but not limited to oils, fuels, lubricants, tar, or water; and other objects or road debris of any and all kind whether mentioned above or not, all of which may, either directly or indirectly, and in whole or in part, cause injury, death or property damage.
- Hazards Caused By Spectators, Pacific Raceways, BDR, LLC and/or NWT&B, and any other sponsor - which include but are not limited to people who physically interfere with event participants; people who fail to contain children or pets who may interfere with event participants; operators of motor vehicles; people who may leave objects in the way of event participants; the manner in which the course is set up by BDR, LLC; the equipment used by BDR, LLC during the event; the manner in which riders are categorized; the times in which categories are started or allowed to overtake each other; the manner in which court marshals or BDR, LLC conducts themselves or directs riders; the failure of BDR, LLC to terminate or alter an event due to conditions such as darkness, rain, wind, other adverse weather or acts of nature; the failure of BDR, LLC to provide or summon medical assistance; and any other act which may, either directly or indirectly, and in whole or in part, be the cause of injury, death or property damage.
- Hazards Caused by the Participants in the Event - which may include but are not limited to actions, or the failure act, of participants which cause accidents and crashes; the failure of bicycle equipment; hazards and stress associated with physical and mental stress and exertion; hydration or nutritional deficiencies; and any other physical, mental or medical condition caused directly or indirectly by any participant in the event.

Section 3. Assumption of Defects. I acknowledge that there may be defects with the event venue, and that some of the defects may be known to Pacific Raceways, BDR, LLC and/or NWT&B, and any other sponsor, and not disclosed to me or the minor. By allowing the minor to participate in this event, I have assumed the duty to inspect the venue, and agree that this *Release* shall apply to all defects even if known by Pacific Raceways, BDR, LLC and/or NWT&B, AND ANY OTHER SPONSOR and not disclosed.

Section 4. Hold Harmless and Defend. In consideration for permitting the minor to participate in this event (A) I hereby hold harmless Pacific Raceways and BDR, LLC and NWT&B, and any other sponsor from any and all liabilities, claims, and demands that would normally be available as a result of any injury, damage, or condition that I or the minor may suffer as a direct or indirect result of this event, whether or not caused by the negligent or reckless acts of Pacific Raceways or BDR, LLC or NWT&B, and any other sponsor; and (B) I further hereby indemnify and agree to defend Pacific Raceways, BDR, LLC and NWT&B, and any other sponsor in the event that any of my or the minor's beneficiaries, assigns, dependents, family members, relations, associates, agents, powers of attorney or any other person or entity may have or file a claim for any injury, damage, or condition I, the minor, or any other person suffers as a direct or indirect result of the minor's participation in this event and whether or not such injury, damage, or condition is caused by the negligent or reckless acts of Pacific Raceways or BDR, LLC or NWT&B, and any other sponsor, such that if any claim is filed against Pacific Raceways or BDR, LLC or and NWT&B, and any other sponsor, myself or my estate will wholly and completely defend such claim and pay any and all judgments, costs, fees, penalties and attorney's fees (including the attorneys fees of Pacific Raceways and BDR, LLC, or NWT&B, and any other sponsor or their respective insurers), which may be ordered or available to such claimant. To summarize, if the minor is injured or suffers death or property damage, I have no right to sue Pacific Raceways or BDR, LLC or NWT&B, and any other sponsor, and in the event that either the minor sues, or any person who is damaged as a result of the injury or death of the minor sues, I will pay any damages assessed against Pacific Raceways or BDR, LLC or NWT&B, and any other sponsor, and will also pay all costs and attorneys fees for defending such action such that Pacific Raceways and BDR, LLC or NWT&B, and any other sponsor is not financially responsible, to any person in any manner.

Section 5. Applicability to All Pacific Raceways Events. I acknowledge, understand and agree that this *Release* shall apply to all Road Race Series at Pacific Raceways events held during the year of my signature, and that in the event that I wish to revoke or withdraw such *Release*, such revocation or withdrawal shall only be effective if and when it is made in writing and delivered, in person, to BDR, LLC, and further, that such revocation and withdrawal shall only apply to events that occur after the receipt of such revocation and withdrawal by BDR, LLC.

Signature of Parent/Guardian of Minor Participant: _____

Date: _____