

MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
(READ CAREFULLY BEFORE SIGNING)

IN CONSIDERATION of allowing the below-named MINOR and permitting said MINOR to enter for any purpose any property owned in whole or in part by Mark H. Carlton and Michelle Carlton, of Huntingdon County, Pennsylvania, and leased in whole or in part by Daniel R. Plourde, Student Coffee & Vending, MX23 Unleashed, and DP23 Bulldogs, LLC, all of Brookfield, Massachusetts, located at 22382 Starr Road, Three Springs, Huntingdon County, Pennsylvania, (hereinafter referred to as "the Property") 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 in 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 PARENT OR LEGAL GUARDIAN OF THE BELOW-NAMED MINOR, for said MINOR and himself/herself, his/her personal representatives heirs, and next of kin:

1. Will immediately inspect the Property and any RESTRICTED AREA located thereon upon entering it and warrants that their entry therein and/or the MINOR'S EVENT(S) participation constitutes an acknowledgement that they have inspected the Property and any RESTRICTED AREA located thereon and find it safe and reasonably suited for the purpose of its use. The undersigned agrees that if at any time on the Property or in any RESTRICTED AREA located thereon they believe something is unsafe, it will be brought to the attention of an official, and they will remove the BELOW-NAMED MINOR and themselves from the Property and any RESTRICTED AREA located thereon and the minor WILL withdraw from participation in the EVENT(S). AT ALL TIMES THAT THE BELOW-NAMED MINOR IS PRESENT UPON THE PROPERTY, I WILL BE PRESENT AND FULLY RESPONSIBLE FOR SAID MINOR'S WELL-BEING.
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Mark H. Carlton and Michelle Carlton, Daniel R. Plourde, Student Coffee & Vending, MX23 Unleashed, and DP23 Bulldogs, LLC, the promoters, participants, racing associations, sanctioning organizations or any affiliated entities thereof, track operators, track owners, officials, vehicle owners, riders, crews, rescue personnel, and persons in the Property and any RESTRICTED AREA located thereon, promoters, sponsors, advertisers, owners and lessees of Property used to conduct the EVENT(S) or other activity upon the Property, Property and event inspectors, surveyors, underwriters/brokers, 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, employees, and for the purposes herein referred to as "RELEASEES" from ALL LIABILITY, ON ANY LEGAL THEORY, TO THE BELOW-NAMED MINOR AND/OR THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and 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 OF THE BELOW-NAMED MINOR AND/OR THE UNDERSIGNED ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THE EVENT(S) AND/OR PRESENCE UPON THE PROPERTY, WHETHER CAUSED BY THE ALLEGED NEGLIGENCE, ACTION OR INACTION 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, INCLUDING ATTORNEY FEES, they may incur arising out of, or directly or indirectly related IN ANY MANNER, TO THE BELOW NAMED MINOR'S ATTENDANCE AT, OR PARTICIPATION IN, THE EVENT(S) AND/OR PRESENCE UPON THE PROPERTY.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of, or directly or indirectly related to, the BELOW-NAMED MINOR'S PARTICIPATION IN THE EVENT(S) AND/OR PRESENCE UPON THE PROPERTY whether caused by the alleged NEGLIGENCE, ACTION OR INACTION OF THE RELEASEES OR OTHERWISE.
5. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE EVENT(S) AND OTHER ACTIVITIES CONDUCTED UPON THE PROPERTY ARE INHERENTLY DANGEROUS AND INVOLVE THE RISK OF SERIOUS BODILY INJURY AND/OR PROPERTY DAMAGE AND NO PROFESSIONAL MEDICAL PERSONNEL WILL BE PRESENT UPON THE PROPERTY. THE UNDERSIGNED ALSO EXPRESSLY ACKNOWLEDGES THAT INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY THE ALLEGED NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OR ACTION OR INACTION OF THE RELEASEES.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of alleged negligence, action or inaction, by the RELEASEES, INCLUDING ALLEGED NEGLIGENT RESCUE OPERATIONS OR FAILURE TO ACT, and is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Pennsylvania, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I, THE PARENT OR LEGAL GUARDIAN OF THE BELOW NAMED MINOR, HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED 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, FURTHER ACKNOWLEDGE THAT FAILURE TO NOTARIZE THIS FORM SHALL NOT AFFECT ITS VALIDITY.

PARENT OR LEGAL GUARDIAN - PRINT NAME

SIGN NAME HERE

ADDRESS

NAME OF MINOR/DATE OF BIRTH

EMERGENCY CONTACT PERSON/PHONE NUMBER

COMMONWEALTH/STATE OF: _____
COUNTY OF _____

:SS

THIS RECORD was acknowledged before me on this _____ day of _____, 2020, by _____.

Signature of Notarial Officer
Title of Office: Notary Public
My Commission Expires: