

PARENTAL/LEGAL GUARDIAN CONSENT, INDEMNIFICATION, & LIABILITY RELEASE AGREEMENT FOR MINOR PARTICIPANT NON-TRANSFERABLE CREDENTIAL (the "Agreement")

Name of the Minor: _____ Age of Minor: _____ Birth Date of Minor: _____

TO BE READ AND SIGNED BY PARENT/LEGAL GUARDIAN BEFORE MINOR IS PERMITTED ACCESS TO THE PREMISES OF THE INDIANAPOLIS MOTOR SPEEDWAY, INCLUDING CERTAIN RESTRICTED AREAS (collectively, the "Speedway") AND/OR BEFORE MINOR PARTICIPATES IN TRACK ACTIVITIES.

On behalf of Minor, I, as Parent/Legal Guardian request Indianapolis Motor Speedway, LLC ("IMS") to provide Minor with credentials, and/or access to the premises of the Speedway, including but not limited to restricted areas and/or to allow Minor to participate in race track event(s) and/or track activity(ies) (each, an "Event", and collectively, "Events"). I understand that these privileges involve varying degrees of risk that I, for myself and on behalf of Minor, must assess and accept. In consideration for the granting of this request, I, the undersigned Parent/Legal Guardian, enter into and agree to the following terms and conditions. My agreements herein are made on behalf of and are binding upon myself, Minor, and Minor's heirs, next of kin, assigns, and personal representatives, including estate of Minor.

CONDITIONS:

Certification. I CERTIFY that I am at least eighteen (18) years of age and am the Parent and/or Legal Guardian of Minor.

Term. I AGREE that the privileges extended to Minor WILL EXPIRE UPON THE CONCLUSION OF THE EVENT.

Assumption of Risk. I UNDERSTAND that Minor's presence at the Speedway and/or Minor's participation in the Event will expose Minor to dangers both from known risk and unanticipated risk. I recognize the high risk of injury or death connected with Minor's presence and/or participation. I, on behalf of myself and Minor, willingly and voluntarily assume these risks, including the risk of negligent conduct. I recognize that negligent conduct can cause property damage and personal injury including serious injury or death. I also recognize that Minor's injuries and/or damages may be caused, increased, or compounded by negligent rescue operation or procedures. I agree that the only way to avoid the risk of presence or participation is not to allow Minor to gain access or participate. I understand that once Minor's access or participation begins, the risk can no longer be avoided. I understand that Minor's injury or death, as a result of Minor's access or participation, affects Minor's dependents and loved ones. I have discussed this risk with Minor's loved ones as I believe appropriate, and have explained to them as I feel necessary my agreement to release fellow Event Participants, IMS, and all others involved in the Event, including a release from their own negligence (see Release below). I represent that they understand and support the decision to enter into this Agreement. I further acknowledge and agree that I or my designee whom I authorized to accompany and supervise my Minor ("Designee"), on behalf of my Minor, have or will immediately upon my Minor's entering any of the Speedway's premises (including any restricted areas), and will continuously thereafter, inspect the premises and/or any restricted areas which my Minor enters, and further agree and warrant that, if at any time, my Minor is in or about any area of the Speedway (including any restricted areas) and either myself, Designee, or my Minor feel(s) that my Minor should not be present in the area and/or participate in the activity or Event for whatever reason, I or Designee will immediately ensure that my Minor leaves the area and/or discontinues his/her participation in the activity and/or Event. For clarity, I have instructed Designee to be responsible for my Minor and if he/she feels that my Minor should not be present in the area and/or participate in the activity or Event for whatever reason, Designee will immediately ensure that my Minor leaves the area and/or discontinues his/her participation in the activity and/or Event. I have also instructed the Minor that if he/she feels that he/she should not be present in the area and/or participate in the activity or Event for whatever reason, he/she will immediately leave the area and/or discontinue his/her participation in the activity and/or Event.

Release, Covenant, and Waiver. I hereby release, waive, discharge and covenant not to sue IMS, INDYCAR, LLC, Hulman Motorsports Properties, LLC, Penske Entertainment Corp., PMCH Corp. (f/k/a Hulman Motorsports Corporation), Indianapolis Motor Speedway Foundation, Inc., Motorsports Safety Technology, LLC, Automobile Competition Committee for the United States, United States Auto Club, Inc., Andersen Promotions, LLC, National Association for Stock Car Auto Racing, LLC and NASCAR Event Management, LLC (together, "NASCAR"), and/or Event Participants and their officers, directors, managers, members, shareholders, owners, successors, assigns, agents, employees, representatives, and affiliates (collectively, "Released Parties") from any and all claims or liability arising out of personal injury (including without limitation serious injury or death) and/or property damage suffered, including, but not limited to, any claim arising out of any condition on the premises of the Speedway and/or the conduct of any person or entity in connection with the preparation for, supervision of, or conduct of any Event (including without limitation any testing, practice, qualification, race, and related activity). I am specifically releasing the Released Parties, individually and collectively, for their negligence in any form. In signing this release, I FULLY RECOGNIZE THAT IF MINOR SUFFERS PERSONAL INJURY OR DEATH AND/OR PROPERTY IS DAMAGED WHILE ON THE PREMISES OF THE SPEEDWAY OR WHILE PARTICIPATING IN REGARD TO OR IN THE EVENT, I, INDIVIDUALLY AND ON BEHALF OF MINOR, WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY OR ANY OF THEM CAUSED MINOR'S INJURY, DEATH, OR DAMAGE BY THEIR NEGLIGENCE. The term "Event Participants" shall include any person or entity along with their officers, directors, members, managers, shareholders, owners, successors, assigns, agents, employees, representatives, and affiliates that are in any way associated with or connected to the facility, Event, or other activity including, but not limited to, race facility owners, race or event promoters, racing associations, sanctioning and/or governing organizations, event or activity organizers, officials, facility workers, volunteers, entrants, car owners, drivers, riders, pilots, pit or flight crew members, mechanics, safety crew members, medical personnel, sponsors, manufacturers, suppliers, consultants, designers, broadcasters, advertisers, inspectors, construction contractors, engineers, architects, insurers, and all persons in a restricted area and/or participating in the Event and/or restricted activities.

Notice. I UNDERSTAND that any injury including a fatal injury that is claimed to have been caused by wrongful conduct that is intentional or willful and wanton by a Released Party is an allegation that can have serious consequences to IMS. I agree not to make such a claim unless I can support the claim by established facts and give timely notice of the claim to IMS. I or Minor's representative must deliver written notice to the President of IMS within thirty (30) days of the incident in which the wrongful conduct is alleged to have occurred. The written notice must include Minor's version of the incident, the factual basis of the claim, the name (identity or capacity of individual if name not known) of each person and/or entity who committed the wrongful conduct, and the nature of the injury or death caused by the wrongful conduct. I understand and agree that if I or Minor's representative fails to deliver this timely written claim to the President of IMS or fails to include the required information, the right to define the conduct in question as anything worse than conduct that I have specifically released such as negligence shall be forfeited and waived.

Indemnity. I AGREE to indemnify and hold harmless the Released Parties as to all lawsuits, claims, damages, costs, and attorneys' fees, including claims as to Released Parties' sole or contributory negligence, which arise out of Minor's presence on the premises of the Speedway, Minor's involvement and/or participation in an Event, and/or Minor's violation, including Minor's representative's violation, of any provision of this Agreement. I recognize that this indemnity applies to the unauthorized transfer or attempted transfer of this privilege as to access and/or activity participation. As I, on behalf of Minor, am releasing any claim that I, Minor's family, guardian, and/or representative, including Minor's estate, might wish to make by reason of Minor's injury or death or property damage, this indemnity obligation shall specifically apply to such actions on Minor's behalf and/or any such actions resulting from Minor's injury or death or property damage.

Release related to Commercial Rights and License. I UNDERSTAND AND AGREE that IMS and its successors and assigns, shall have and own, in connection with any Events held on the premises of the Speedway, the sole and exclusive right to commercially exploit such Events including all rights to all photographs, video reproductions, audio reproductions, films or motions pictures, radio or television broadcasts, and other reproductions or depictions of any such Events or any portion thereof, including without limitation descriptions, pictures, likenesses, images, name, and sound of Minor alone or with others, through any and all media whether known or hereafter discovered. I hereby grant to IMS and its successors and assigns a non-exclusive, perpetual license to use, and I irrevocably consent to the use of, Minor's rights of publicity for the purpose of promoting an Event and for the purpose of any other exploitation of the rights set forth above. I understand that I have no right to sell, transfer, or assign any of IMS's commercial rights to any person or entity.

Governing Law and Jurisdiction. I AGREE that this Agreement is governed by Indiana law. The exclusive jurisdiction as to any action that involves the Agreement, including interpretation or application of the Release, Covenant and Waiver and Indemnity shall be a federal or state court residing in Marion County, Indiana.

Non-Transferability and Revocation. I AGREE that the privileges extended to Minor WILL NOT BE TRANSFERRED TO ANOTHER AND CAN BE REVOKED at any time and for any reason which IMS determines in its sole discretion to be desirable, including, but not limited to, improper attire, misconduct, or misuse of any privilege granted to Minor or me. I UNDERSTAND that false information given to obtain credentials or misuse of assigned credentials (transferring, duplication, etc.) will result in revocation of all credentials. The issuance of current and future credentials shall be at IMS's sole discretion.

READ! YOUR AND THE MINOR'S LEGAL RIGHTS ARE AFFECTED. READ! THIS IS A LEGALLY BINDING DOCUMENT. READ! ALL PARENTS OR LEGAL GUARDIANS ARE REQUIRED TO SIGN

BY SIGNING BELOW, I certify that I carefully read and understand all of the provisions of the Agreement in English, consent to all such terms, and voluntarily sign this Agreement:

Printed Name of Parent or Legal Guardian

DATE

Address of Parent or Legal Guardian

CITY

STATE

ZIP

EMAIL ADDRESS

NAME OF MINOR

SIGNATURE

THIS IS A RELEASE - YOUR LEGAL RIGHTS ARE AFFECTED

COMPLETE ONE

DRIVER'S LICENSE _____ STATE _____
PASSPORT _____
SOCIAL SECURITY (Last 4 digits ONLY) _____

DATE

ACKNOWLEDGMENT OF MINOR - AGE 10 OR OLDER: I acknowledge that I have obtained my parent/legal guardians' consent to enter and participate in the Event. I understand that my presence at the Speedway, including any restricted areas, and/or participation in the Event is dangerous and involves my risk of serious injury or death. I accept and assume all such risk and acknowledge my parent/legal guardians' right to sign the Agreement on my behalf. I have read the above assumption of risk acknowledgment, along with the Agreement, understand what I have read in English, and voluntarily sign this acknowledgment.

READ! THIS IS A LEGALLY BINDING DOCUMENT

Printed Name of Minor

THIS IS A RELEASE - YOUR LEGAL RIGHTS ARE AFFECTED

DATE

SIGNATURE

BIRTH DATE

REQUIRED IF PARENT OR LEGAL GUARDIAN IS NOT PRESENT AT EVENT

STATE OF _____ } SS: _____
COUNTY OF _____

Before me, a Notary Public in and for said County and State, personally appeared _____, parent or legal guardian of _____, and acknowledged the execution of the foregoing 2022 Indianapolis Motor Speedway Parental/Legal Guardian Consent, Indemnification & Liability Release Agreement for Minor.

WITNESS MY HAND AND NOTARIAL SEAL THIS ___ DAY OF _____, 2022.

Notary Public (signed/printed): _____

My Commission Expires: _____

Resident of _____ County, _____ State, _____ Country _____

**PARENTAL/LEGAL GUARDIAN COMMUNICABLE DISEASE RELATED
HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT FOR MINOR**

FOR OFFICE USE ONLY

IMS-500-COR

Name of the Minor: _____ **Age of Minor:** _____ **Birth Date of Minor:** _____
TO BE READ AND SIGNED BY PARENT/LEGAL GUARDIAN BEFORE MINOR IS PERMITTED ACCESS TO THE PREMISES OF THE INDIANAPOLIS MOTOR SPEEDWAY AND/OR OTHER AREAS CONTROLLED BY IMS (COLLECTIVELY, THE "SPEEDWAY") AND/OR PRIOR TO PARTICIPATING IN ACTIVITIES AT THE SPEEDWAY.

I certify that I am a parent or legal guardian of Minor.
 On behalf of Minor, I, as Parent/Legal Guardian, request Indianapolis Motor Speedway, LLC and its affiliates (collectively, "IMS") to provide Minor with admission, credentials and/or access to the Speedway which may include, without limitation facilities, rooms, offices, suites, hospitality areas, food service areas, restrooms, pit, track, victory lane, seating, stores, vendors and vending areas, garages, common areas, parking areas, golf course, concerts, museum building and other permanent or temporary indoor or outdoor areas at the Speedway to which Minor is provided access. In consideration for the granting of these privileges, I, the undersigned Parent/Legal Guardian, for myself, Minor, and Minor's heirs, next of kin, assigns, and personal representatives, do hereby:

Acknowledgement and Assumption of Risk. Acknowledge that by Minor entering the Speedway and/or participating in any way in any of the events or activities at the Speedway (collectively "Activities") there are risks to me, Minor and to those with whom I and/or Minor interact of exposure, directly or indirectly, to communicable disease(s) including but not limited to the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", "COVID-19" and/or any mutation or variation thereof; and HEREBY EXPRESSLY AND VOLUNTARILY ASSUME the risk that I and/or Minor may be exposed to or infected with a communicable disease from Minor's presence at the Speedway and/or Activities, and that such exposure or infection may involve the RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH. I, for myself and on behalf of Minor, understand that the risk of becoming exposed to or infected with communicable disease by Minor's presence at the Speedway and/or Activities may result from the actions, omissions, or negligence of others including, but not limited to, the Released Parties (as defined below). I, for myself and on behalf of Minor, hereby expressly assume all such risks and dangers whether presently known or unknown.

Release, Covenant, and Waiver. Voluntarily agree to RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE IMS, INDYCAR, LLC, IMS Productions, Inc., Hulman Motorsports Properties, LLC, Penske Entertainment Corp., PMCH Corp. (f/k/a Hulman Motorsports Corporation), Indianapolis Motor Speedway Foundation, Inc., Motorsports Safety Technology, LLC, Automobile Competition Committee for the United States, United States Auto Club, Inc., Andersen Promotions, LLC, National Association for Stock Car Auto Racing, LLC and NASCAR Event Management, LLC (together "NASCAR"), Participants (as defined below), and the officers, directors, managers, members, shareholders, owners, successors, assigns, agents, employees, representatives, and affiliates of each of the foregoing (collectively, "Released Parties") from and for any and all claims or liability arising out of Minor's presence, admission and/or participation in any Activities at the Speedway, including but not limited to the potential for contracting a communicable disease while at the Speedway and all injury, illness, permanent disability or death (including without limitation from COVID-19), whether caused by the negligence of the Released Parties or otherwise. I, on behalf of myself and Minor, am specifically releasing the Released Parties, individually and collectively, for their negligence in any form. In signing this release, I, on behalf of myself and Minor FULLY RECOGNIZE THAT IF I AND/OR MINOR BECOME ILL AS AN ALLEGED RESULT OF MINOR CONTRACTING A COMMUNICABLE DISEASE AT THE SPEEDWAY, I NOR MINOR WILL HAVE A RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY OR ANY OF THEM CAUSED MY AND/OR MINOR'S INJURY, ILLNESS, PERMANENT DISABILITY OR DEATH BY THEIR NEGLIGENCE. The term "Participants" shall include any person or entity along with their officers, directors, members, managers, shareholders, owners, successors, assigns, agents, employees, representatives, and affiliates that are in any way associated with or connected to the Speedway and/or Activities, including but not limited to facility owners, race or event promoters, racing associations, sanctioning and/or governing organizations, event or activity organizers, officials, facility workers, volunteers, entrants, car owners, plane owners, drivers, riders, pilots, pit or flight crew members, mechanics, safety crew members, medical personnel, sponsors, broadcasters, manufacturers, suppliers, consultants, designers, advertisers, inspectors, construction contractors, engineers, architects, insurers, and all persons connected with and/or participating in Activities and/or present at the Speedway.

Indemnity. Agree to INDEMNIFY AND DEFEND AND HOLD HARMLESS the Released Parties and each of them from any loss, liability, damage, and/or cost they may incur arising out of or related to my and/or Minor's injury, illness, permanent disability or death or any other associated harm, **including claims as to Released Parties' sole or contributory negligence.** As I, on behalf of myself and/or Minor, am releasing any claim my and/or Minor's family, guardian and/or representative, including my or Minor's estate, might wish to make by reason of my and/or Minor's injury, illness, permanent disability or death, this indemnity obligation shall specifically apply to such actions on my and/or Minor's behalf and/or any such actions resulting from my or Minor's injury, illness, permanent disability or death.

Medical Release. Understand IMS may, at its discretion, require Minor to participate in medical testing, examinations, and/or screenings as a condition to Minor having access to the Speedway or participating in any Activity before, during and after the Activity, and I, on behalf of Minor, agree to fully cooperate and provide accurate information. I, on behalf of Minor, affirm that Minor will not access the Speedway or participate in any Activity at the Speedway if advised against doing so by a physician and/or if Minor experiences symptoms of COVID-19 or has a suspected or confirmed case of COVID-19. I, on behalf of myself and Minor, hereby further consent and agree that for the purpose of contact tracing, IMS is permitted to release personal information about Minor or me to any government authority upon its request without inquiring about the lawfulness of the demand and without prior notice to Minor and/or me. I, on behalf of myself and Minor, further consent and agree that IMS may release personal information about Minor and/or me (including our names) to those with whom Minor and/or I may have had contact for the purpose of informing them of their potential exposure to communicable disease. I, on behalf of myself and/or Minor, hereby agree to waive any and all claims regarding any examinations, screening, testing and/or testing results, regarding release of contact personal information, and/or related to denial of Minor's access to the Speedway or exclusion from any Activities, in each instance including, without limitation, claims of breach of contract, invasion of privacy and/or breach of confidentiality of information, notwithstanding whether such claims arise from strict liability, sole or contributory negligence, breach of contract, or any other legal theory.

Other. Agree that if any portion of this Agreement is held invalid, the remainder of the Agreement shall continue in full legal force and effect with such modifications to allow the remainder of claims to be waived, released, and indemnified against. The rights granted in this Agreement are in addition to any rights granted by Minor or me in any other agreements. This Agreement in no way limits or reduces the parties' rights and obligations under other obligations or agreements including without limitation any and all release agreements, licensing agreements or other arrangements. This Agreement is to be interpreted and enforced under the laws of the State of Indiana. I, ON BEHALF OF MYSELF AND MINOR, HAVE READ THIS COMMUNICABLE DISEASE RELATED HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I, ON BEHALF OF MYSELF AND MINOR, HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO MINOR OR ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

READ! YOUR AND THE MINOR'S LEGAL RIGHTS ARE AFFECTED. READ! THIS IS A LEGALLY BINDING DOCUMENT.

BY SIGNING BELOW, I certify that I carefully read and understand all of the provisions of the Agreement in English, consent to all such terms, and voluntarily sign this Agreement:

ALL SECTIONS MUST BE COMPLETED

Name: _____
 Address: _____
 Date of Birth: _____
 (month/day/year)

City _____ State _____ Zip _____ Country _____

SIGNATURE _____

Date Signed: _____

READ! THIS IS A LEGALLY BINDING DOCUMENT.

ALL SECTIONS MUST BE COMPLETED

Name: _____
 Address: _____
 Date of Birth: _____
 (month/day/year)

City _____ State _____ Zip _____ Country _____

SIGNATURE _____

Date Signed: _____

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ACKNOWLEDGMENT OF MINOR - AGE 10 OR OLDER: I acknowledge that I have obtained my parent/legal guardians' consent to enter and participate in the Event. I understand that my presence at the Speedway, including any restricted areas, and/or participation in the Event is dangerous and involves my risk of serious injury or death. I accept and assume all such risk and acknowledge my parent/legal guardians' right to sign the Agreement on my behalf. I have read the above assumption of risk acknowledgment, along with the Agreement, understand what I have read in English, and voluntarily sign this acknowledgment.

ALL SECTIONS MUST BE COMPLETED

Name: _____
 Address: _____
 Date of Birth: _____
 (month/day/year)

City _____ State _____ Zip _____ Country _____

SIGNATURE _____

Date Signed: _____

READ! THIS IS A LEGALLY BINDING DOCUMENT.

REQUIRED IF PARENT OR LEGAL GUARDIAN IS NOT PRESENT AT EVENT

STATE OF _____ }
 COUNTY OF _____ } SS: _____

Before me, a Notary Public in and for said County and State, personally appeared _____, parent or legal guardian of _____, and acknowledged the execution of the foregoing 2022 Indianapolis Motor Speedway Parental/Legal Guardian Consent, Indemnification & Liability Release Agreement for Minor.

WITNESS MY HAND AND NOTARIAL SEAL THIS ___ DAY OF _____, 2022.

Notary Public (signed/printed): _____
 My Commission Expires: _____
 Resident of _____ County, _____ State, _____ Country _____

REQUIRED IF PARENT OR LEGAL GUARDIAN IS NOT PRESENT AT EVENT

STATE OF _____ }
 COUNTY OF _____ } SS: _____

Before me, a Notary Public in and for said County and State, personally appeared _____, parent or legal guardian of _____, and acknowledged the execution of the foregoing 2022 Indianapolis Motor Speedway Parental/Legal Guardian Consent, Indemnification & Liability Release Agreement for Minor.

WITNESS MY HAND AND NOTARIAL SEAL THIS ___ DAY OF _____, 2022.

Notary Public (signed/printed): _____
 My Commission Expires: _____
 Resident of _____ County, _____ State, _____ Country _____