



# INDY KARTING SERIES 2012 AGREEMENT/WAIVER

## Parental Consent, Release and Waiver of Liability Assumption of Risk, and Indemnity Agreement

**IN CONSIDERATION OF MY MINOR CHILD** ("The Minor") being permitted to participate in any way in the event(s) of Indy Karting Series (IKS);

- I KNOW THAT THE NATURE OF THE EVENT(S)** and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the event(s). I will inspect the premises, facilities, and equipment to be used or which the Minor may come in contact and I will have the Minor make such inspections. If I or the Minor believe anything is **UNSAFE**, I will instruct the Minor to remove him or herself from the event(s).
- I FULLY UNDERSTAND AND WILL INSTRUCT THE MINOR** that:
  - the activities of the event(s) are very dangerous and participation in the event(s) involve risk and dangers of serious bodily injury, including permanent disability, paralysis, and death
  - these risk and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the event(s), the rules of the event(s), and the negligent enforcement thereof, the condition, operation, design, and layout of the premises and equipments, or lack or insufficiency thereof, or the negligence of the "Releasees" named below
  - there may be other risks not known to me or that are not readily foreseeable at this time
  - the social and economic losses and/or damages that could result from those risk could be severe and could permanently change the Minor's future.
- I CONSENT TO THE MINOR'S PARTICIPATION** in the event(s) hereby accept and assume all such risk, known and unknown, and assume all responsibility for the losses, costs and or damages, following such injury, disability, paralysis or death, even if caused, in whole or part, by the negligence of the Releasees named below.
- I HEREBY RELEASE, DISCHARGE AND COVENANT** not to sue Indy Karting Series, its principles, the promoter(s), racing associations, or any subdivision thereof, track owners, track operators, officials, car owners, drivers, pit crews, rescue personnel, sponsors, advertisers, owners and lessees of premises used to conduct the event(s), premises or event(s) insurers, underwriters, all for the purpose herein referred to as Releasees, from all liability to me, the Minor, and the Minors personal representatives, assigns, heirs, and next of kin, for any and all claims, demands, losses, or damages on account of any injury, including but not limited to death, or damage to property, caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise.
- IF DESPITE THIS RELEASE**, I the Minor, or anyone on the Minor's behalf makes a claim against any of the Releasees named above, I agree to indemnify and save and hold harmless the Releasees and each of them from any litigation expenses, attorney fees, loss liability, damage, or cost they may incur due to the claim made against any of the Releasees named above, whether the claim is based on the negligence of the Releasees or otherwise.
- I SIGN THIS AGREEMENT** on my own behalf and on the behalf of the Minor as the authorized parent or guardian of the Minor.

**BY VOLUNTARILY AFFIXING MY SIGNATURE BELOW, I WARRANT THAT** I have read this parental consent, release and wavier of liability, assumption of risk, and indemnity agreement, understand that by signing it I give up substantial rights I and or the minor would otherwise have to recover damages from losses occasioned by the Releasees fault, and sign it voluntarily and without inducement.

**Minor**

\_\_\_\_\_  
*Printed name of minor*

\_\_\_\_\_  
*Date*

**Parent or Guardian**

\_\_\_\_\_  
*Printed name of parent or guardian*

\_\_\_\_\_  
*Signature of parent or guardian*

**Witness**

\_\_\_\_\_  
*Printed name of witness*

\_\_\_\_\_  
*Signature of witness*

If driver is a minor,  
minor and  
parent/guardian  
must also  
complete IKS  
forms M04 and  
M05

IKS-M03