Parent/Guardian of

## Participants Under 18 Years of Age Exhibit A



## PARENTAL CONSENT, ASSUMPTION OF RISK, RELEASE, LIABILITY WAIVER AND GUARANTEE

I hereby certify that I am the parent or legal Parent ("**Parent**") of \_\_\_\_\_\_\_, a minor who is \_\_\_\_\_\_ years old ("**Minor**"). In consideration of minor being permitted to participate in the Rigid Industries SCORE Imperial Valley 250 Presented by the City of El Centro (the "Event"), and for me to be a spectator at all activities related to the Event at which Minor Participates, I, undersigned on behalf of Minor, myself and my spouse or domestic partner, my heirs, executors, administrators, and assigns and legal representatives, agree to the Parental Consent, Assumption of Risk, Release, Liability Waiver and Guarantee ("**Parental Consent**") as follows:

1. <u>Consent and Assumption of Risk</u>. I understand and accept that Minor's participation in the Event may involve dangerous activities and may involve the danger of encountering known and unknown risks, including the significant risk of SERIOUS BODILY INJURY, illness, disability, emotional trauma, damage to property and DEATH (collectively, "Injuries"). I hereby consent to Minor's participation in the Event and I hereby, assume, on behalf of Minor, myself and my spouse or domestic partner, full responsibility for all these risks from any cause, including without limitation, negligence, gross negligence, defective products, unknown obstacles, equipment malfunction, inadequate training, failure to supervise and failure to warn of potential risks.

2. <u>Agreement on Behalf of Minor to Terms of Release, and Guarantee of Performance</u>. I agree on behalf of Minor to all the terms, conditions, obligations and covenants of the Release. I hereby unconditionally and irrevocably give my unconditional and express consent and approval to the execution by Minor of the Release and acknowledges that Minor and Parent have read, understood and are familiar with each and all of the terms, conditions, obligations and covenants contained in the Release. In addition, I will use my best efforts to cause Minor to adhere to the terms of the Release and guarantee that: (a) Minor will perform all of his or her obligations in accordance with the Release; and (b) neither Parent nor Minor will disaffirm or disavow the Release on the grounds that Minor is a minor or on any other grounds.

3. <u>Agreement that Terms of the Release Apply to Me</u>. I agree on behalf of myself and my spouse or domestic partner, that all of the terms, conditions, obligations and covenants of Minor under the Release apply to me and my spouse or domestic partner, even if we have not signed the Release.

4. <u>Additional Release</u>. In addition to the Claims release in Section 3 of the Release, I, on behalf of myself and my spouse or domestic partner, release all Claims which we may have for emotional distress, loss of companionship, or loss of consortium in the Event Minor suffers an injury.

5. <u>Indemnity</u>. On behalf of Parent and each of the respected successors, heirs, and assigns of Parent and Minor, I unconditionally and irrevocably agree to defend (at SCORE's request), indemnify and hold harmless each of the Released Parties from and against any and all Claims, including, without limitation, any Claims claimed by any successors, heirs, or assigns of Parent or Minor, arising from, related to, or in connection with: (a) the breach or disaffirmation of this Release or any portion thereof by Minor or Parent for any reason; (b) the enforcement of this Release against Minor or Parent; and/or (c) Minor's Participation in the Event, to the fullest extent permitted by law in every instance even if any of the foregoing arise from the negligence of SCORE.

6. <u>Parent's Joint Liability</u>. If more than one person executes this Parental Consent, the word "Parent" whenever and wherever used herein shall be deemed to refer to each such person individually and all such persons jointly, it being understood and agreed that all such persons assume and shall be jointly and severally liable for all agreements, covenants, representations, warranties, and obligations hereunder, and the breach or failure of any agreement, covenant, representation, warranty, or obligation contained herein shall be deemed a breach by each and all of such persons.

## Parent/Guardian of

## Participants Under 18 Years of Age

7. <u>Severability</u>. This Parental Consent, including the Release attached hereto, will be binding to the fullest extent permitted by law, and will be binding upon each of my heirs, successors and assigns. If any provision, or part thereof, of this Parental Consent, including the Release attached hereto, be held to be invalid, illegal or unenforceable, such provision will be curtailed and limited, or severed, only to the minimum extent necessary to comply with applicable law, and the validity, legality, and enforceability of the remaining provisions of this Parental Consent will not in any way be affected or impaired thereby.

I fully understand that by signing this Parental Consent, I give up substantial legal rights I and/or Minor may otherwise have to recover damages for injuries or losses, and sign it voluntarily and without inducement of any nature and intend for it to be enforced to the greatest extent allowed by law.

Executed this	_ day of	, 20
Signature of Parent/Guardian:		
Name of Parent/Guardian (	please print):	
Name of Participant (please print):		
Driver's License Number of Parent/Guardian:		
Issuing State of Driver's License for Parent/Guardian:		
Signature of Parent/Guardian:		
Name of Parent/Guardian (	please print):	
Name of Participant (please print):		
Driver's License Number of Parent/Guardian:		
Issuing State of Driver's License for Parent/Guardian:		