



# **ON-TRACK RELEASE WAIVER OF LIABILITY FOR **MINOR PARTICIPANTS****

**ATTENTION: ALL DRIVERS MUST COMPLETE THIS FORM PRIOR TO PARTICIPATING**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS AND ASSUMPTION OF THE RISKS AGREEMENT**

In consideration for the privilege of participation in the **Drift Colorado** Activities, Events, and any affiliated event(s) operated at Colorado National Speedway at or around 4281 Speedway Blvd. in Dacono, Colorado (hereinafter, "CNS"), including but not limited to driving, racing, learning, practicing, competing, maintaining vehicles, observing or spectating, or for any other purpose not specifically identified herein, (collectively herein, the "Events"), on behalf of the Minor Child and his/her legal representatives, agents, assigns, and heirs (herein, the "Participant") do hereby Release, Discharge, Waive, and Covenant Not to Sue CNS, its promoters, agents, participants, racing associations, sanctioning organizations, track operators, members, officials, equipment and parts manufacturers and suppliers, advertisers, exhibitors, vendors, independent contractors, successors and assigns (herein, the "Speedway") from all liability to the Participant for any and all claims, injuries, damages, losses or demands to the person or property of the Participant, and/or claims of negligent rescue operations, first aid, and emergency care, to the broadest extent permitted by applicable law, including C.R.S. § 13-22-107, or resulting in the death of the Participant, whether or not caused by the negligence or fault of the Speedway while the Participant is on the property, using the property or its facilities and services, or participating in any of the Events therein. \_\_\_\_\_ Initial Here.

**INDEMNIFY AND HOLD HARMLESS:** The Participant further agrees to Defend, Indemnify, and Hold Harmless the Speedway from any loss, liability, damage or cost incurred (including attorney fees and costs), or any claim or lawsuit filed against the Speedway, on account of, arising out of, or as a result of the actions or inactions of the Participant, including but not limited to participation in the Events, whether or not caused by the active, passive, or sole negligence or fault of the Participant. Participant further agrees to pay CNS for any and all damages caused to CNS property, facilities, and equipment caused by the Participant. \_\_\_\_\_ Initial Here

**EXPRESS ASSUMPTION OF RISK:** Participant assumes any and all risks of injury, death, loss, or damage to the person or property of the Participant, whether or not caused by the negligence or fault of the Speedway, while the Participant is on the property, using the facilities or services thereon, or participating in any of the Events. Some risks cannot be predicted or controlled. There may be additional risks and social and economic losses either not known to me or not readily foreseeable at this time. Participant is NOT covered by any insurance policy held by Speedway. Participant further acknowledges that EMS Services are NOT on site for today's event, and must be summoned by dialing 911 in the event of an incident requiring medical attention. \_\_\_\_\_ Initial Here

**VOLUNTARY PARTICIPATION AND INFORMED CONSENT:** Participant hereby acknowledges that RACING IS DANGEROUS and that RISKS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH are associated with the Events, and may result in loss or damage to Participant. Participant acknowledges that he or she is signing this legal document on behalf of the Minor Child of their own volition, and that if the Participant does not agree to the terms and conditions described herein, that the Minor Child is forbidden from participation in any of the Events and must withdraw to a designated spectator area immediately. Participant further acknowledges that it is his or her responsibility to obtain, review, and follow all rules, regulations, and instructions applicable to the Events. \_\_\_\_\_ Initial Here

**PARTICIPANT HEALTH:** Participant affirms that he or she is not under the influence of any alcohol or drugs, and does not suffer from any medical condition which would impair the ability to compete in the Events, and further covenants to withdraw from any Event if Participant is in a state of impairment. Participant further expressly warrants that he or she is capable of withstanding the physical and mental demands associated with the Events. \_\_\_\_\_ Initial Here

**SEVERABILITY AND CHOICE OF LAW:** This Agreement is intended to be as broad and inclusive as permitted by law, and is intended to be fully severable. Should any portion herein be held invalid, it is agreed that the balance of the Agreement shall continue in full legal force and effect; including but not limited to modification of the agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of a particular type of claim is held to be invalid. This agreement is to be interpreted under and governed by the laws of the State of Colorado. \_\_\_\_\_ Initial Here

I AM A PARENT/GUARDIAN OF THE PARTICIPANT, AND I ATTEST THAT I HAVE LEGAL RESPONSIBILITY OVER THE PARTICIPANT, AND, MY SIGNATURE IS SUFFICIENT TO CONSENT TO THE PARTICIPATION OF THE PARTICIPANT IN THE ACTIVITIES AND TO ENTER INTO THIS AGREEMENT FOR AND ON BEHALF OF THE PARTICIPANT. I HAVE CAREFULLY READ THIS ACKNOWLEDGMENT AND BY SIGNING BELOW AGREE TO ALL OF ITS TERMS. I SIGN THIS DOCUMENT VOLUNTARILY AND WITH FULL UNDERSTANDING OF ITS TERMS AND LEGAL SIGNIFICANCE. I AM A PARENT/GUARDIAN OF THE MINOR, AND I ATTEST THAT I HAVE LEGAL RESPONSIBILITY OVER THE MINOR, AND FURTHER ATTEST THAT, IF I AM THE SOLE PARENT/GUARDIAN SIGNING BELOW, MY SIGNATURE IS SUFFICIENT TO CONSENT TO THE PARTICIPATION OF THE MINOR IN THE ACTIVITIES AND TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE MINOR. I affirm that I am signing this agreement freely and voluntarily, without any assurance or guarantee being made to me, and I intend my signature to be a complete and continuing release of all liability to the greatest extent allowed by law.

Minor's Name (print): \_\_\_\_\_

Parent or Guardian Name: \_\_\_\_\_

Minor's Birthdate: \_\_\_\_\_

Parent or Guardian Signature: \_\_\_\_\_

Age: \_\_\_\_\_ Date: \_\_\_\_\_

Date: \_\_\_\_\_ Phone # \_\_\_\_\_