

Mid Ohio Sports Car Course 7721 Steam Corners Road Lexington, OH 44904

July 24, 2008

To: Parent and/or Legal Guardian of minor participant:

Attached please find the *Waiver and Release of Liability and Indemnity Agreement* to be filled out and returned to TrueSports, Inc. dba Mid-Ohio Sports Car Course. This Agreement must be **filled out completely, signed by both parents and notarized and both pages returned** prior to the participation of a minor at Mid-Ohio Sports Car Course. This waiver must be received (10) ten days prior to the event in order for the minor to participate; **this covers only the event and dates stated on the waiver; one signed waiver does not cover the entire 2008 season.** In this case that would be the **Road Race Grand Championship and the date for the event weekend.** **A copy of a valid birth certificate and/or drivers' license must accompany the signed, notarized waiver** verifying the minor participant is at least 10 (ten) years of age.

It is understood that in order for a minor participant to compete that a parent must accompany said minor to Mid-Ohio Sports Car Course and be present throughout the duration of the event before participation is allowed. **If a parent is unable to accompany said minor a Legal Guardian must be in attendance with a current letter notarized by both parents** granting the legal guardian the right to represent the parents of said minor and/or seek medical care. The letter must be brought to the Mid-Ohio Call Center and given to a call center manager before the said minor may compete.

The minor's given name must be on the waiver. If the fully executed waiver and specified additional documents (birth certificate and/or drivers' license) are not received prior to the event, the minor will not be allowed to participate in the event. Faxed copies will not be accepted, **nor can the waiver be turned in at the event.**

If you have any questions or concerns, please call me at 1-800-MID-OHIO, Ext 3003.

Thank you for your cooperation in helping events at Mid-Ohio to run smoothly. .

Sincerely,
Cheryl Meadows
Accounting Manager

*******Please mail the completed Mid Ohio Minor Release paperwork along with a copy of a valid birth certificate and/or drivers' license to:**

**Mid-Ohio Sports Car Course
Attn: Cheryl Meadows
7721 Steam Corners Road
Lexington, OH 44904**

**TRUESPORTS, INC./THE MID-OHIO SPORTS CAR COURSE
WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
PARENTS/GUARDIANS**

<u>Road Race Grand Championships</u>	<u>Mid-Ohio Sports Car Course</u>	<u>September 18-21, 2008</u>
Event	Location	Date

IN CONSIDERATION for allowing the minor to participate in any way in the event or activity encompassed by this Agreement and/or permitting the minor, parent and/or guardian to enter for any purpose any "restricted area" (herein defined as including, but not limited to, the racing surface, pit areas, infield, burn out area, approach area, shut down area, and all walkways and concessions and other appurtenant areas where any activity related to the event occurs or where admittance to the general public is restricted) the parent and/or guardian ON BEHALF OF THE MINOR AS WELL AS ON BEHALF OF THEMSELVES agree as follows:

1. THE PARENT AND/OR GUARDIAN will immediately inspect the restricted area upon entering it and warrant that their entry therein and/or the minor's event participation constitutes an acknowledgment that they have inspected the restricted area and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at any time in the restricted area they believe something is unsafe, such unsafe condition will be brought to the attention of an official and the parent and/or guardian will remove themselves and the minor from the restricted area and preclude the minor from further participation in the event or activity. If the parent and/or guardian did not actually inspect the restricted area, then they acknowledge that they had the right and opportunity to do so (but knowingly waived that right) and warrant that their entry therein and/or the minor's event participation constitutes an acknowledgment that the restricted area is safe and reasonably suited for the purpose of its use.

2. THE PARENT AND/OR GUARDIAN (ON BEHALF OF THEMSELVES AND THE MINOR) HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the "releasees" (as identified below) or otherwise, while in or upon the restricted area for any purpose including competing, officiating, observing, working or participating in the event or activity. **The undersigned recognize and understand that there are inherent risks and dangers associated with participation in the event and admission within the restricted area that could cause severe bodily injury, disability, and death.** Further, such risks and dangers may be caused by the negligent actions or negligent failure to act of the releasees and others. All of the risks and dangers associated with participating in the event and entry into restricted areas may not be foreseeable at this time and they are assumed notwithstanding.

3. THE PARENT AND/OR GUARDIAN ON BEHALF OF THEMSELVES AS WELL AS ON BEHALF OF THE MINOR release, discharge, and covenant not to sue and waive all claims against TrueSports, Inc., its affiliates (including, without limitation, The Mid-Ohio Sports Car Course and The Mid-Ohio School), other promoters, participants, track operators, track owner or landowner, officials, car owners, drivers, pit crews, all persons in the restricted area, sponsors, advertisers, lessees and lessors of the premises used to conduct the event and their respective owners, directors, officers, agents, and employees (collectively referred to as "releasees") from any and all liabilities, claims, demands, losses, damages and/or expenses on account of any injury (including, but not limited to, the death) of the parent, guardian or minor or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise.

4. THE PARENT AND/OR GUARDIAN ON BEHALF OF THEMSELVES AS WELL AS ON BEHALF OF THE MINOR hereby agrees to indemnify and save and hold harmless the releasees and each of them from any and all liabilities, claims, demands, losses, damages and/or expenses on account of any injury (including, but not limited to, the death) of the parent, guardian or minor or damage to property, caused or alleged to be caused in whole or in

part by the negligence of the releasees or otherwise.

THE PARENT/GUARDIAN HAS READ AND SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. FURTHER, THE PARENT/GUARDIAN RECOGNIZES AND AGREES THAT THEY ARE EXECUTING THIS AGREEMENT ON BEHALF OF THEMSELVES, ON BEHALF OF THE MINOR AND ON BEHALF OF THEIR AND THE MINOR'S RESPECTIVE PERSONAL REPRESENTATIVES, EXECUTORS, AND HEIRS.

PRINTED NAME OF PARTICIPANT ADDRESS

PRINTED NAME OF PARENT/GUARDIAN NO. 1 ADDRESS

SIGNATURE OF PARENT/GUARDIAN NO. 1 RELATIONSHIP DATE

PRINTED NAME OF PARENT/GUARDIAN NO. 2 ADDRESS

SIGNATURE OF PARENT/GUARDIAN NO. 2 RELATIONSHIP DATE

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me, a Notary Public, in and for said County and State, this _____ day of _____, 200__ by _____, the parent or legal guardian of the above-named participant.

My Commission Expires: _____
Notary Public

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me, a Notary Public, in and for said County and State, this _____ day of _____, 200__ by _____, the parent or legal guardian of the above-named participant.

My Commission Expires: _____
Notary Public