

**2011 INDYCAR PARENTAL/LEGAL GUARDIAN CONSENT AND LIABILITY RELEASE  
("AGREEMENT")**

**TO BE READ AND SIGNED BY PARENT/LEGAL GUARDIAN BEFORE MINOR IS ISSUED  
CREDENTIALS FOR ACCESS TO THE PREMISES OF AN INDYCAR EVENT, INCLUDING CERTAIN  
RESTRICTED AREAS.**

On behalf of minor, I request Indy Racing League, LLC d/b/a INDYCAR ("INDYCAR") and/or the promoter of an IZOD IndyCar Series, Firestone Indy Lights, STAR Mazda Championship and/or USF2000 National Championship (individually, "Series") racing event ("Event Promoter") to provide minor with credentials which will authorize minor to have access to certain race track premises or testing facilities, including certain restricted areas, spectator viewing and parking areas, and all other areas requiring a ticket or credential for admission (in each instance, the "Track") and to participate in any official Series functions or other approved Series activities at a Track or otherwise, including without limitation, compatibility tests, promotions, exhibitions, private tests, open tests/official test sessions, registrations, inspections, practices, qualifications, races, including pre and post race ceremonies and activities, and award ceremonies as well as in connection with any and all other Series activities (collectively, the "Event"). In consideration for the granting of this privilege, I, the undersigned parent/legal guardian, for myself, the minor child, and the heirs, assigns and personal representatives, including estate of the minor child, do hereby agree to the following conditions.

**CONDITIONS:**

1. **Term.** I agree that the privileges extended to minor **WILL EXPIRE ON DECEMBER 31, 2011, WILL NOT BE TRANSFERRED TO ANOTHER AND CAN BE REVOKED** at any time and for any reason which INDYCAR and/or the Event Promoter determines in its discretion to be desirable, including, but not limited to, improper attire, misconduct, or misuse of any privilege granted to the minor child.

2. **Assumption of Risk.** I understand that minor's presence on the premises of a Track and the minor child's participation in the Event can expose the minor to dangers both from known risk and unanticipated risk. I willingly, voluntarily and legally 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 recognize the high risk of injury or death connected with minor's participation in racing. I agree that the only way to avoid the risk of minor's participation is for minor not to participate. I understand that once minor's participation begins, the risk has been undertaken and can no longer be avoided. I understand that minor's injury or death affects minor's loved ones. I have discussed this risk with each of minor's loved ones and explained to them my agreement to release minor's fellow Event participants, INDYCAR, track promoters, and all others involved in the Events, including a release from their own negligence (see Release on page 2 of this Application). I represent that they understand and support my decision. I represent that they understand and support my decision. I agree that no one should undertake this risk without his or her personal reflection and the input of loved ones.

I understand that an injury claimed to have been caused by wrongful conduct that is intentional or willful and wanton by a person or entity connected with INDYCAR (defined as a "Released Party" in Section 3) is an allegation that can have serious consequences to INDYCAR. Minor agrees not to make such a claim unless minor can support the claim by established facts and give timely notice of the claim to INDYCAR. The minor or minor's representative must deliver written notice to the President of the Competition and Operations Division within 30 days of the incident in which the minor alleges the wrongful conduct 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 injury caused by the wrongful conduct. Minor and I understand and agree that if the minor or minor's representative fails to deliver this timely written claim to the President of the Competition and Operations Division or fail to include the required information, minor and I agree that minor will forfeit and waive minor's or minor representative's right to define the conduct in question as anything worse than conduct that minor and I have specifically released such as negligence.

3. **Release, Covenant and Waiver.** In my personal capacity and on behalf of minor, I hereby release, waive, discharge and covenant not to sue INDYCAR, the Event Promoter, Track owner and/or licensee, the Federation Internationale de L'Automobile ("FIA"), Automobile Competition Committee for the United States, FIA, Inc., Indianapolis Motor Speedway Corporation, Indianapolis Motor Speedway, LLC, Motorsports Safety Technology, LLC, and Event participants, and their officers, directors, members, owners, successors, assigns, agents, employees, representatives, and affiliates (collectively, "Released Parties") from any and all claims or liability arising out of personal injury or property damage suffered, including, but not limited to, any claim arising out of any condition on the premises of the Track or the conduct of any person in connection with the preparation for, supervision of, or conduct of any practice, qualification, race, or race-related activity associated with an Event. 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 IS HURT, HAS A LOSS AS A RESULT OF AN INJURY AND/OR PROPERTY IS DAMAGED WHILE ON THE PREMISES OF THE TRACK OR IN REGARD TO THE EVENT, NEITHER I, MINOR NOR MINOR'S HEIRS, ASSIGNS OR PERSONAL REPRESENTATIVES WILL HAVE ANY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY OR ANY OF THEM CAUSED MINOR'S INJURY OR DAMAGE BY THEIR NEGLIGENCE. The term "Event participants" shall include any person or entity along with their officers, directors, members, owners, successors, assigns, agents, employees, representatives, and affiliates that are in any way associated or connected with the race track facility or race event including but not limited to track owners, race promoters, municipalities, racing associations, governing organizations, Series organizers, officials, track workers, volunteers, entrants, car owners, drivers, pit crew members, safety crew members, medical/rescue personnel, sponsors, manufacturers, suppliers, designers, advertisers, inspectors, construction contractors, engineers, architects, insurers, and all persons in a restricted area.

4. **Indemnity.** In my personal capacity and on behalf of minor, 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 the minor child's presence on the premises of the Track, the minor child's involvement in the Event, and/or the minor child's violation, including the minor child's representative's violation, of any provision of this Agreement. I recognize that this indemnity applies to the unauthorized transfer or attempted transfer of credentials. As I am releasing any claim that I and the minor's family, guardian and/or representative, including estate of the minor, might wish to make by reason of the minor's injury or death, this indemnity obligation shall specifically apply to such actions and any action in any way arising out of the minor child's injury or death.

I understand that by reason of this indemnity agreement that I am personally executing, I am personally assuring the Released Parties that they individually or collectively will have no liability or damages if minor is allowed to have credentials and the privileges that accompany credentials, even if the Released Party is negligent. I acknowledge that if minor, or anyone acting on behalf of minor, makes a claim or files an action against a Released Party contrary to the release in this Release and Indemnity Agreement, I will be responsible for the full consequences of that action and conduct, including the full indemnity as to any or all Released Parties. I UNDERSTAND THAT THIS INDEMNITY WILL APPLY EVEN IF, AND ESPECIALLY IF, THE MINOR'S RELEASE IS HELD TO BE INVALID. IN OTHER WORDS, I WILL BE ASSURING THE RELEASED PARTIES WITH NO LIABILITY, REGARDLESS OF THE LEGAL DETERMINATION AS TO MINOR'S RELEASE AND MY ABILITY TO ACCEPT RISK AND RELEASE LIABILITY ON BEHALF OF MINOR.

5. **Acknowledgement.** I acknowledge that all natural parents and legal guardians of minor have executed this Agreement on behalf of minor.

6. **Governing Law and Jurisdiction.** I agree that this Agreement is governed by the laws of the State of Indiana and its interpretation is subject to the exclusive jurisdiction of a court in Marion County, Indiana.

**READ! YOUR AND MINOR’S LEGAL RIGHTS ARE AFFECTED.**

_____	<u>READ! THIS IS A LEGALLY BINDING DOCUMENT</u>	_____
Maternal Parent’s Printed Name	Maternal Parent’s Signature	Date Signed
_____	<u>READ! THIS IS A LEGALLY BINDING DOCUMENT</u>	_____
Paternal Parent’s Printed Name	Paternal Parent’s Signature	Date Signed
_____	<u>READ! THIS IS A LEGALLY BINDING DOCUMENT</u>	_____
Legal Guardian #1 Printed Name	Legal Guardian #1 Signature	Date Signed
_____	<u>READ! THIS IS A LEGALLY BINDING DOCUMENT</u>	_____
Legal Guardian #2 Printed Name	Legal Guardian #2 Signature	Date Signed
_____	<u>READ! THIS IS A LEGALLY BINDING DOCUMENT</u>	_____
Minor’s Printed Name	Minor’s Signature	Date Signed

## ADVERTISING AND PROMOTION RELEASE AND ASSIGNMENT

### ***PLEASE READ CAREFULLY AND SIGN AS INDICATED***

I understand and agree for minor, and each third party I or minor represents, that Indy Racing League, LLC d/b/a INDYCAR (“INDYCAR”) exclusively and in perpetuity owns, in connection with any and all official Series functions or other approved Series activities at a track or otherwise, including without limitation, compatibility tests, promotions, exhibitions, private tests, open tests/official test sessions, registrations, inspections, practices, qualifications, races, including pre and post race ceremonies and activities, and award ceremonies as well as in connection with any and all other Series activities (collectively, the “Event”) any and all rights to commercially exploit such Event and Series including all rights to all photographs, video reproductions, audio reproductions, films or still and/or motion pictures, images, sounds, data (including without limitation in-car audio, in-car video, in-car radio, other electronic transmissions between cars and crews and timing and scoring information), radio and television broadcasts and other reproductions or depictions of any such Event or any portion thereof, including without limitation descriptions, pictures, likenesses, images, name, and sound of minor and/or any vehicle(s) relating to minor’s presence and/or participation in the Event, alone or with others, through any and all media whether now known or hereafter discovered, and to copyright, reproduce, distribute, display, perform, sell, license, and otherwise dispose of the same for any purpose whatsoever, including the advertising and exploitation thereof, together with alterations and derivative works of each of the above.

On behalf of minor, I hereby assign to INDYCAR exclusively and in perpetuity any and all rights set forth above. I hereby grant to INDYCAR 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 the Event and Series. I represent and warrant to INDYCAR that as of the date of this assignment, neither I nor minor have not granted any third party the rights described herein. Minor and I agree to take all steps reasonably necessary, and all steps requested by INDYCAR, to protect, perfect or effectuate INDYCAR’s ownership and other interest in these rights. Without limiting the foregoing rights of INDYCAR, I agree that INDYCAR may assign or sublicense these rights in conjunction with the commercial exploitation of an Event, Series or otherwise, including without limitation to INDYCAR affiliates, the Series organizer and/or the promoter of an Event (“Event Promoter”). Minor and I agree not to take any action, nor cause others to take any action, nor enter into any third party agreement which would contravene, diminish, encroach or infringe upon these rights. Further, I agree that minor will not reproduce, sell or otherwise use or exploit any photograph, film, video, audio, depiction or reproduction of the Event, Event venue or INDYCAR’s, Series’ organizer’s or the Event Promoter’s trademarks, name, events or other property, or assist another party in doing any of the foregoing, without INDYCAR’s, Series organizer’s and/or the Event Promoter’s prior written consent. Individually and on behalf of minor, I expressly and irrevocably release and indemnify INDYCAR and its officers, directors, members, owners, successors, assigns, agents, employees, representatives, affiliates, and licensees from and against any claims brought by me, minor and/or minor’s heirs, assigns and personal representatives, including estate of minor, for invasion of privacy, defamation, misappropriation of likeness, or any other cause of action arising out of or relating to any Event or the promotion or commercial exploitation thereof by INDYCAR and its officers, directors, members, owners, successors, assigns, agents, employees, representatives, affiliates and licensees.

<hr/>	<b><u>READ! THIS IS A LEGALLY BINDING DOCUMENT</u></b>	
Maternal Parent’s Printed Name	Maternal Parent’s Signature	Date Signed
<hr/>	<b><u>READ! THIS IS A LEGALLY BINDING DOCUMENT</u></b>	
Paternal Parent’s Printed Name	Paternal Parent’s Signature	Date Signed
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Legal Guardian #1 Printed Name	Legal Guardian #1 Signature	Date Signed
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Legal Guardian #2 Printed Name	Legal Guardian #2 Signature	Date Signed
<hr/>	<b><u>READ! THIS IS A LEGALLY BINDING DOCUMENT</u></b>	
Minor’s Printed Name	Minor’s Signature	Date Signed

**ACKNOWLEDGMENT OF MINOR CHILD**

**(MINOR CHILD AGE 10 OR OLDER)**

I acknowledge that I have obtained my parent/legal guardian's consent to enter and participate in the Events and to access restricted areas of the Track for the Series' event. I understand that my participation in the Events and/or presence in restricted areas is very dangerous and involves my risk of serious injury or death. I accept and assume all such risk and acknowledge my parent/legal guardian's 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, and voluntarily sign this acknowledgment.

<b><u>MINOR CHILD</u></b>		
_____	<b><u>READ! THIS IS A LEGALLY BINDING DOCUMENT</u></b>	_____
Printed Name	Signature	Date Signed

<b><u>WITNESS</u></b>		
_____	<b><u>READ! THIS IS A LEGALLY BINDING DOCUMENT</u></b>	_____
Printed Name	Signature	Date Signed

**Return this release to:**  
**INDYCAR**  
**ATTN: Registration**  
**4565 West 16<sup>th</sup> Street**  
**Indianapolis, Indiana 46222**  
**(317) 492-6463**

<b>FOR INDYCAR USE ONLY</b>	
Date issued: _____	Application Approved By: _____
Badge #: _____	

**Attach Passport  
Photo Here**