

ASA LATE MODEL SERIES
2007 MINOR'S CONSENT AND LIABILITY RELEASE

TO BE READ AND SIGNED BY PARENT/LEGAL GUARDIAN BEFORE MINOR CHILD IS ISSUED LICENSE AND/OR CREDENTIALS FOR PARTICIPATION IN AND/OR ACCESS TO THE PREMISES OF AN ASA LATE MODEL SERIES EVENT, INCLUDING CERTAIN RESTRICTED AREAS.

On behalf of the minor child, I request ASA Late Model Series ("ASA Late Models") and/or the promoter of the ASA Late Models racing event ("Event Promoter") to permit the minor child to participate in any way in the Events and/or provide the minor child with credentials, which will authorize said minor to have access to certain ASA Late Models event race track premises, 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"). 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 of said minor, do hereby agree to the following conditions.

CONDITIONS:

1. **I AGREE** that the privileges extended to the minor child **WILL EXPIRE ON DECEMBER 31, 2007, WILL NOT BE TRANSFERRED TO ANOTHER AND CAN BE REVOKED** at any time and for any reason which ASA Late Models 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 said minor.

2. **I UNDERSTAND AND AGREE** on behalf of the minor child, any employer of said minor and/or each third party said minor represents, that ASA Late Models exclusively and in perpetuity owns, in connection with any and all ASA Late Models official sanctioned functions and activities at a Track, including without limitation, promotions, open tests, practices, qualifications, races and award ceremonies as well as in connection with any and all other ASA Late Models events (collectively, the "Event"), any and all rights to commercially exploit such Event and ASA/USPRO 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 pictures, images and sound of said minor and/or any vehicle(s) relating to my 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. I agree that said minor hereby assigns to ASA Late Models exclusively and in perpetuity any and all rights set forth above. I agree that said minor represents and warrants to ASA Late Models that as of the date of this Agreement, said minor has not granted any third party the rights described herein. I agree that said minor will take all steps reasonably necessary, and all steps requested by ASA Late Models, to protect, perfect or effectuate ASA Late Models ownership and other interest in these rights. Without limiting the foregoing rights of ASA Late Models, I agree that ASA Late Models may assign or sublicense these rights to the Event Promoter and the members, successors, affiliates, and assigns of ASA Late Models. I agree that said minor not take any action, nor cause others to take any action, nor enter into any third party agreement which would contravene, encroach or infringe upon these ASA Late Models rights. I agree that said minor will not reproduce, sell or otherwise use or exploit any photograph, film, video, audio, depiction or reproduction of the Track or ASA Late Models or the Event Promoter's trademarks, name, events or other property, or assist another party in doing any of the foregoing, without ASA Late Models and the Event Promoter's prior written consent.

3. **I UNDERSTAND** that the minor child's presence on the premises of the Track can expose said minor to dangers both from known risk and unanticipated risk. Acknowledging that such risk exists, I, for myself and on behalf of said minor, hereby release, discharge and hold harmless, ASA Late Models, the Event Promoter, Track owner and/or licensee, and race participants, and their officers, representatives, agents, employees, members, owners, successors, assigns, and affiliates, from any and all claims or liability for personal injury, including death, or property damage said minor may suffer while on the premises of the Track, or in any way resulting from, arising in connection with, or related to the Event, including, but not limited to, any claims arising out of any condition of the premises of the Track or the conduct of any person in connection with the preparation for, supervision of, or conduct of any Event or Event-related activity. I specifically release for myself and on behalf of said minor, ASA Late Models, the Event Promoter, Track owner and/or licensee and race participants, and their officers, representatives, agents, employees, members, owners, successors, assigns, and affiliates, for the negligence, in any form, of ASA Late Models and/or the Event Promoter and/or Track owner and/or licensee and/or race participants and/or the officers, representatives, agents, employees, members, owners, successors, assigns, and affiliates of ASA Late Models, the Event Promoter, Track owner and/or licensee or race participants (collectively, "Released Parties"). In signing this release, **I FULLY RECOGNIZE THAT IF THE MINOR CHILD IS HURT AND/OR PROPERTY IS DAMAGED WHILE ON THE PREMISES OF THE TRACK AND/OR IN CONNECTION WITH THE EVENT, SAID MINOR WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY OR ANY OF THEM CAUSED**

SAID MINOR'S DEATH, INJURY OR DAMAGE. The term "race participant" shall include any person or entity along with their representatives, agents, employees, and affiliates that are in any way associated or connected with the Track or Event including but not limited to track owners, race promoters, racing associations, sanctioning organizations, officials, entrants, car owners, drivers, pit crew members, safety crew members, medical personnel, sponsors, manufacturers, designers, advertisers, inspectors, construction contractors, engineers, architects, insurers, and all persons in a restricted area.

4. **I AGREE** to indemnify and hold harmless ASA Late Models, the Event Promoter, Track owner and/or licensee and/or race participants, together with the officers, representatives, agents, employees, members, owners, successors, assigns, and affiliates of ASA Late Models, the Event Promoter, Track owner and/or licensee and/or race participants, for all lawsuits, claims, damages, costs and attorneys' fees which arise out of the minor child's presence on the premises of the Track and/or my violation or my representative's violation of any provision of this Minor's Consent and Liability Release, including, but not limited to, the transfer or attempted transfer of this credential without the written permission of ASA Late Models. This provision will apply regardless of whether or not the lawsuit, claim, damages, costs and/or attorneys' fees arises out of the negligence of any of the indemnitees. As I am releasing any claim the minor child's family, guardian, representative and/or estate might wish to make by reason of the minor child's injury or death, this indemnity provision shall specifically apply to such actions and any action in any way arising out of the minor child's injury or death.

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5. **I UNDERSTAND** that ASA Late Models may require the minor child to complete a medical history form and/or complete and pass a medical examination as prescribed by ASA Late Models to determine the minor child's physical and psychological fitness to participate in the Events and/or receive a credential if requested. I hereby agree to waive for myself and on behalf of said minor any and all claims regarding such testing, including without limitation claims of invasion of privacy and/or breach of confidentiality of information relating to testing and testing results.

6. **I AGREE** that this Minor's Consent and Liability Release is governed by Michigan law and its interpretation is subject to the exclusive jurisdiction of a court in Sanilac County, Michigan.

7. **Read! your and the minor child's legal rights are affected.**

Printed Name of Parent/Legal Guardian Signature of Parent/Legal Guardian Date Signed

Printed Name of Witness Signature of Witness Date Signed

Name of Minor Participant

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 an ASA Late Models 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 the above parent/legal guardian's right to sign the Minor's Consent and Liability Release on my behalf.

I have read the above assumption of risk acknowledgment, along with the Minor's Consent and Liability Release, understand what I have read, and voluntarily sign this acknowledgment.

Printed Name of Minor Participant Signature of Minor Participant Date Signed

Printed Name of Witness

Signature of Witness

Date Signed