Attn: Memberships

8415 Firebird Drive, Suite 500, Fairfield, OH 45011

Phone: 85.JOIN.IHRA / 855.646.4472 Email: membership@ihra.com



IHRA TEEN CHAMPIONSHIP RACING AGREEMENT ASSUMPTION OF RISK, RELEASE, WAIVER, AND INDEMNIFICATION

This IHRA Teen Championship Racing Agreement (this "Agreement") is entered into by and among (i) Cuttell Motorsports, LLC dba IHRA ("IHRA") on one hand, and (ii) the minor individual ("Participant") being allowed to participate in, or obtain a license in connection with, the IHRA Teen Championship Racing (TCR) program (the "Program") and the Participant's parents or legal guardians ("Guardian(s)") on the other hand.

BY INDICATING ACCEPTANCE OF THIS AGREEMENT VIA THE IHRA WEBSITE OR BY SIGNING THIS AGREEMENT, GUARDIANS AFFIRM, ON BEHALF OF THEMSELVES AND THE PARTICIPANT, THAT GUARDIANS HAVE READ AND UNDERSTAND THIS AGREEMENT AND FULLY COMPREHEND ITS TERMS. GUARDIANS UNDERSTAND THAT THE PARTICIPANT, GUARDIANS, AND THE RELEASORS (DEFINED BELOW) ARE WAIVING SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE AND THE RIGHT TO A JURY TRIAL. GUARDIANS ACKNOWLEDGE THAT THEY ARE EXECUTING/SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, WITH THE INTENT THAT SUCH ACCEPTANCE CONSTITUTES A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Instructions:

- **A.** All forms must be filled completely and accurately.
- **B.** The signature page of this Agreement must be signed by the Participant and BOTH Guardians (except in sole custody arrangements) and MUST BE NOTARIZED OR WITNESSED BY AN AUTHORIZED IHRA OFFICIAL.
- **C.** If sole custody, the Guardian must check the sole custody box on the signature page. IHRA may require a copy of the court order indicating sole custody.

Guardians, on behalf of themselves and the Participant, hereby agree as follows:

1. <u>Guardians Representations and Warranties</u>. Guardians represent and warrant that Guardians (i) are the parents or legal guardians of the Participant; (ii) are of legal age and freely signing this Agreement without any inducement or assurance of any nature; and (iii) have read the Agreement in its entirety and understand that, by signing this Agreement, Guardians are giving up certain legal rights and remedies on behalf of themselves and the Participant. Guardians agree that this Agreement is binding on both Guardians and the Participant, and all references to "Guardians" shall be deemed to include Participant (to the extent applicable). In the event that only one Guardian executes this Agreement, such Guardian represents and warrants that they have sole custody and full legal authority to execute this Agreement, and agrees to indemnify, defend, and hold harmless IHRA from and against any and all liabilities, claims, damages, causes of action, costs and expenses of any kind arising out of or in connection to any assertion by the non-signing Guardian, parent, or other individual regarding absence or lack of consent

2. License Terms.

- a. <u>License Form.</u> Participation in the Program requires the Participant to obtain a Program competition driver's license (the "License") issued by IHRA. In connection with obtaining the License, Guardians and Participant are required to provide all information set forth in the License Form attached hereto as <u>Exhibit A</u> ("License Form"). Guardians represent and warrant that all information provided in the License Form is correct and accurate, and agree to promptly notify IHRA of any changes to the information submitted.
- b. <u>Revocation by IHRA</u>. IHRA retains the right to revoke the License at any time in its reasonable discretion. Reasons for revocation may include, but are not limited to (i) breach of this Agreement; (ii)

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breach of any other IHRA Rule; and (iii) any conduct by Guardians or Participant that IHRA deems to be detrimental to the integrity, reputation, or operations of IHRA or its events.

- c. <u>IHRA Rules</u>. This Agreement is subject and subordinate to and limited by all applicable IHRA Rules. "IHRA Rules" means (i) the rules, regulations, memoranda, resolutions, policies, procedures, guidelines, interpretations and directives of IHRA; and (ii) any other agreements and arrangements to which IHRA is (or after the date hereof may become) subject or by which IHRA or its assets are (or after the date hereof may become) bound, in each case, as they may be adopted, amended, or modified from time to time. The IHRA Rules are subject to revision by IHRA in its sole and absolute discretion at such times as may be deemed necessary by IHRA. Guardians and Participant will comply with all applicable IHRA Rules and will not commit any act or omission that will conflict with the IHRA Rules.
- d. Requirements. To obtain the License, the Participant must satisfy vehicle orientation ("Vehicle Orientation"), a basic driving test provided by IHRA ("Basic Driving Test"), and a minimum of six (6) approved runs. To satisfy the Vehicle Orientation requirements, the Participant must demonstrate familiarity with all of the vehicle's primary controls, including but not limited to pedals, steering, shifter, and lights, for each vehicle entered in competition. The Participant must complete a Basic Driving Test, demonstrating the ability to start the vehicle, select gears, turn, bake, and stop proficiently. Satisfaction of the Vehicle Orientation requirements and the Basic Driving Test shall be in the sole discretion of IHRA. At all times that the Participant is operating a vehicle in connection with obtaining a License, an IHRA official ("Official") or Guardian ("Co-Driver") must be present in the vehicle. The Official shall make one (1) run with the Participant as a passenger to orient the Participant with the track. The Participant must take a minimum of three (3) approved runs with the Official, followed by three (3) approved runs with the Co-Driver, witnessed by the Official. The Official may deny the Participant a License for any reason, in IHRA's sole discretion. IHRA may change the License requirements at any time in its discretion.

3. <u>Vehicles.</u>

- a. <u>Street Legal</u>. All vehicles used in the Program must be street-legal, as defined by the laws and regulations of the jurisdiction in which the Program is held. Vehicles must possess all necessary documentation and certifications to be legally operated on public roads, including, but not limited to, valid state issued license plate (dealer tags, paper tags, and temporary tags are prohibited), valid state vehicle registration, valid state inspection if required, and proof of current insurance. Vehicles must be able to pass all state highway safety requirements for the state in which the vehicle is registered. Any vehicle found to be non-compliant with these requirements will be disqualified from participation in the Program. IHRA reserves the right to inspect any vehicle prior to or during the Program to ensure compliance. GUARDIANS AND PARTICIPANT ACKNOWLEDGE AND AGREE THAT THEY ARE NOT RELYING UPON ANY IHRA INSPECTION FOR A DETERMINATION OF THE SAFETY OR EFFICACY OF THE VEHICLE FOR USE.
- b. <u>Prohibited Vehicles</u>. Any vehicle used in the Program must be a full-bodied car, truck, van, or SUV in accordance with IHRA Rules. Any vehicle non-compliant with Section 3.a or IHRA Rulese shall be prohibited ("**Prohibited Vehicle**"). Prohibited Vehicles also include open-top SUVs, open-top SUV-type vehicles, motorcycles, race cars, any vehicle equipped with drive wheel tubs, or any vehicle back-halved. Convertible tops are allowed but must be closed at all times.

4. <u>Assumption of Risk; Physical Fitness.</u>

a. Guardians, on behalf of themselves and Participant, understand and acknowledge that there are certain risks involved in participating in the Program and participating in or attending drag racing events and activities in general, including, but not limited to, concussion, serious injury, death or permanent disability, contact or collision with other persons, vehicles or objects, head injury, spine injury, injury to the muscular or skeletal systems, injury to internal organs, scratches, bruises, contusions, strains, sprains, fractures, verbal abuse, loss and/or damage to sight, loss and/or damage to teeth, loss and/or damage to

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hearing, paralysis, inadequate or negligent first aid or emergency measures, weather-related hazards, and natural hazards. The foregoing risks may arise from, among other things, high-speed driving, collisions, mechanical failures, track conditions, and the actions of other participants. Guardians are voluntarily allowing Participant to obtain a License, participate in the Program, and/or participate in or attend drag racing events and activities with knowledge of the dangers involved and agree to assume and accept all risks of such participation. Co-Driver is voluntarily participating in the Program, and/or participating in or attending drag racing events and activities with the knowledge of the dangers involved and agrees to assume and accept all risks of such participation.

b. Guardians represent and warrant that the Participant and Co-Driver (i) are in excellent physical health and condition, and may participate in hazardous activities, including drag racing and other activities in relation to the License and the Program; (ii) have no known condition that would impair Participant's/Co-Driver's ability to safely participate in any event or activity related in any way to the Program, or that would create danger for the Participant, Co-Driver, or others, including without limitation fainting, loss of balance, hemophilia or any clotting disorder, loss of muscular coordination, seizures, psychosis, or impaired and uncorrected vision; and (iii) are not (and will not be) under the influence of any medications, drugs, or substances that may impair Participant's/Co-Driver's ability to safely participate in any event or activity related in any way to the Program, or that would create danger for the Participant, Co-Drvier, or others, including without limitation certain blood thinners, amphetamines, cocaine, marijuana (cannabis, THC), opiates and phencyclidine (PCP); provided, if a medication is prescribed by a doctor, the Participant may request an exemption by disclosing it to IHRA for review and approval in accordance with IHRA Rules. Guardians shall immediately notify IHRA if the foregoing representations and warranties changes, and in such case, Guardians shall be responsible for ensuring that Participant or Co-Driver does not participate in any Program activities.

5. Release, Waiver, Indemnification.

IN RETURN FOR PARTICIPANT BEING ALLOWED TO OBTAIN A LICENSE AND/OR PARTICIPATE IN THE PROGRAM AND ANY ASSOCIATED EVENTS OR ACTIVITIES, GUARDIANS, ON BEHALF OF THEMSELVES AND EACH OF THE OTHER RELEASORS (AS DEFINED BELOW), HEREBY RELEASE AND AGREE NOT TO SUE IHRA AND EACH OF ITS RESPECTIVE AFFILIATES AND EMPLOYEES, OFFICERS, DIRECTORS, DIRECT AND INDIRECT OWNERS, SUB-CONTRACTORS, SPONSORS, BUSINESS PARTNERS AND AGENTS, AND ALL OTHER PARTICIPANTS, OPERATORS, VENDORS, AGENCIES, SPONSORS, ADVERTISERS, AND OWNERS AND LESSEES OF PREMISES USED IN CONNECTION WITH OR RELATED TO ANY DRAG RACING RELATED EVENT OR ACTIVITY (COLLECTIVELY, THE "RELEASEES") FROM OR FOR, AS APPLICABLE, ALL PRESENT AND FUTURE LIABILITIES, CLAIMS AND CAUSES OF ACTION OF ANY KIND, WHETHER AT LAW OR IN EQUITY, THAT MAY BE MADE BY PARTICIPANT, GUARDIANS, AND EACH OF THEIR FAMILY, ESTATE, HEIRS OR ASSIGNS (COLLECTIVELY, THE "RELEASORS") ARISING IN ANY WAY AS A RESULT OF OR IN CONNECTION WITH THE LICENSE, THE USE OF A COMPETITION VEHICLE, PARTICIPANT'S PARTICIPATION IN THE PROGRAM OR ANY DRAG RACING EVENTS (INCLUDING IHRA EVENTS AND EVENTS HELD AT IHRA TRACKS), PARTICIPANT'S OR GUARDIANS' ATTENDANCE AT ANY DRAG RACING EVENT (INCLUDING IHRA EVENTS AND EVENTS HELD AT IHRA TRACKS), AND ANY AND ALL RELATED ACTIVITIES, WHEREVER, WHENEVER, OR HOWEVER THE SAME MAY OCCUR, INCLUDING BUT NOT LIMITED TO ACTIONS FOR PROPERTY DAMAGE, PERSONAL INJURY OR WRONGFUL DEATH. GUARDIANS UNDERSTAND AND AGREE THAT THE RELEASEES ARE NOT RESPONSIBLE FOR ANY DEATH, INJURY OR PROPERTY DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE LICENSE. THE USE OF A COMPETITION VEHICLE. PARTICIPANT'S OR CO-DRIVER'S PARTICIPATION IN THE PROGRAM OR ANY DRAG RACING EVENTS (INCLUDING IHRA EVENTS AND EVENTS HELD AT IHRA TRACKS), PARTICIPANT'S OR GUARDIANS' ATTENDANCE AT ANY DRAG RACING EVENT (INCLUDING IHRA EVENTS AND EVENTS

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HELD AT IHRA TRACKS), AND ANY AND ALL RELATED ACTIVITIES, EVEN IF CAUSED BY THEIR OWN NEGLIGENCE.

- b. Guardians shall defend, indemnify and hold harmless Releasees for all liabilities, claims, damages, causes of action, costs and expenses of any kind arising out of or in connection with the License, the use of a Competition Vehicle, Participant's and Co-Driver's participation in the Program or any drag racing events (including IHRA events and events held at IHRA tracks), Participant's or Guardians' attendance at any drag racing event (including IHRA events and events held at IHRA tracks), and any and all related activities. Guardians further acknowledge and understand that this release and indemnification is intended to be as broad and inclusive as permitted by law and agrees that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.
- c. Guardians expressly waive all rights under Section 1542 of the Civil Code of the State of California, and under any and all similar laws of any jurisdiction. The Guardians acknowledge that Section 1542 of the Civil Code provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Guardians acknowledge, on behalf of themselves and each of the other Releasors, that the foregoing waiver of the provisions of Section 1542 of the California Civil Code is a material term and condition of this Agreement. Guardians, for itself and each of the other Releasors, expressly acknowledge that this Agreement shall be given full force and effect in accordance with each and all of its express terms and provisions, including those terms and provisions relating to unknown and unsuspected claims, demands, and causes of action, if any, to the same effect as those terms and provisions relating to any other claims, demands, and causes of action hereinabove described. Guardians further acknowledge, for themselves and each of the other Releasors, that each is fully aware that they might hereafter discover facts or other information in addition to or different from those which they now know or believe to be true, with respect to the subject matter of the claims released in this Section 5.c. Nevertheless, the Releasors intend to hereby fully, finally, and forever settle and release all matters, disputes, differences, known or unknown, suspected or unsuspected, which might now exist or heretofore might exist in connection with such claims. The releases given herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts or information.

- 6. Emergency Medical Treatment. Guardians hereby authorize, give permission, and voluntarily consent to the provision of any and all emergency medical/dental treatment and/or first aid to Guardians and Participant, including authorizing any medical treatment facility/hospital to administer emergency treatment for any illness, injury, or accident resulting from participation in the Program or an IHRA event. Except as otherwise agreed in writing, Guardians acknowledge that medical insurance coverage will not be provided by IHRA or any Releasees. In addition, Guardians hereby authorize, give permission, and voluntarily consent to having the IHRA or medical providers appointed by IHRA or the applicable track, and their respective employees, agents, or affiliates arrange, direct, sign for, and consent to all routine or emergency medical care and treatment necessary to preserve the Guardians' and Participant's health in the event of accident, injury, sickness, etc., during participation in the Program or an IHRA event. Guardians acknowledge responsibility for reasonable charges in connection with the care and treatment rendered and agree to the release of any medical records necessary for insurance purposes. Furthermore, Guardians acknowledge that IHRA and medical providers appointed by IHRA and its respective employees, agents, or affiliates have not made any guarantees as to the effect of such care and treatment rendered.
- 7. <u>Insurance</u>. As a condition precedent to obtaining and maintaining a valid License and participating in the Program, Guardians shall ensure that Participant and Co-Driver, at their sole cost and expense, is covered by medical insurance sufficient to adequately cover any and all injuries or illnesses that they may sustain in relation to a

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participation in the Program or in a drag racing event or drag racing related activity. Guardians shall indemnify and hold the Releasees harmless from and against all costs, expenses, and liability arising from claims required to be covered by medical insurance pursuant to this Section 7.

- 8. <u>Use of Personal Information</u>. The Releasees may use Guardians' and Participant's Personal Information (as defined below) for the purposes of operating an event, order processing, fulfillment, customer service, and renewal or as otherwise described herein, in the IHRA Privacy Policy located at www.IHRA.com (the "Website"), or in writing at the time that such Personal Information was collected. Without limitation, Releasees may use any Personal Information for the purposes of promoting or marketing the Releasees' events, services, programs, and sponsors. "Personal Information" means any data that can be used to identify, contact, or locate a specific individual, either on its own or when combined with other information.
- LIMITATION OF LIABILITY. THE RELEASEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY AND ALL DEMANDS, RIGHTS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE, ARISING OUT OF ALL KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN, BODILY AND PERSONAL INJURIES, DAMAGE TO PROPERTY, AND THE CONSEQUENCES THEREOF, INCLUDING ANY INJURY, DAMAGE, DEATH, OR DISABILITY ARISING IN ANY WAY AS A RESULT OF OR IN CONNECTION WITH THE LICENSE, THE USE OF A COMPETITION VEHICLE, PARTICIPANT'S PARTICIPATION IN THE PROGRAM OR ANY DRAG RACING EVENTS (INCLUDING IHRA EVENTS AND EVENTS HELD AT IHRA TRACKS), PARTICIPANT'S OR GUARDIANS' ATTENDANCE AT ANY DRAG RACING EVENT (INCLUDING IHRA EVENTS AND EVENTS HELD AT IHRA TRACKS), AND ANY AND ALL RELATED ACTIVITIES, INCLUDING AS A RESULT OF THE NEGLIGENCE OF THE RELEASEES OR THE COST OF PROCUREMENT OF GOODS AND SERVICES IN CONNECTION WITH AN EVENT. TO THE FULLEST EXTENT PERMITTED BY LAW AND WITHOUT LIMITING SECTION 5, THE TOTAL LIABILITY OF THE RELEASEES AS A RESULT OF OR IN CONNECTION WITH THE LICENSE, THE USE OF A COMPETITION VEHICLE, PARTICIPANT'S PARTICIPATION IN THE PROGRAM OR ANY DRAG RACING EVENTS (INCLUDING IHRA EVENTS AND EVENTS HELD AT IHRA TRACKS). PARTICIPANT'S OR GUARDIANS' ATTENDANCE AT ANY DRAG RACING EVENT (INCLUDING IHRA EVENTS AND EVENTS HELD AT IHRA TRACKS), AND ANY AND ALL RELATED ACTIVITIES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF \$10,000. GUARDIANS EXPRESSLY AGREE THAT PARTICIPANT'S USE OF THE LICENSE, USE OF A COMPETITION VEHICLE, PARTICIPATION IN THE PROGRAM ANY DRAG RACING EVENT, OR ATTENDANCE AT A DRAG RACING EVENT IS AT GUARDIANS AND PARTICIPANT'S SOLE RISK. THE RELEASEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- 10. Intellectual Property Rights. Guardians acknowledge and agree that IHRA exclusively and in perpetuity owns and controls any and all rights to videotape, broadcast, telecast, film, exhibit, distribute, photograph, exploit, record, print, or otherwise reproduce, and any and all rights to authorize others to do so, any film, audio, depiction, audiovisual, video, image, statistic, data (of any kind), photo, or sound arising from, related to, or during the Program (or any associated events and activities) and any other IHRA event or program (the "Works") in any manner whatsoever, alone or in composite and/or conjunction with other materials, in any and all media, whether now known or hereafter devised ("Media"), in or by any manner, method, or device (whether now known or hereafter devised), and all other rights, privileges, benefits, matters, and things incident to or arising out of all or any of the foregoing, including, without limitation, for any and all commercial purposes, including for purposes of advertising and promoting IHRA. Guardians hereby grant to IHRA and the other Releasees the exclusive, perpetual, royalty-free, irrevocable, fully paid-up, worldwide right to use, exhibit, edit, disseminate, display, reproduce, print, publish, publicly perform, and make any other uses of Guardians' and Participant's image, name, sobriquet, marks, logos, voice, movements, gestures, actions, persona, signature, likeness, uniform, biomaterial, biographical material, and other indicia and attributes of Guardians or Participant, in any manner whatsoever, alone or in composite and/or conjunction with any other materials, on, via, or through any and all Media, in connection with, related to, or for any purpose of: (i) any of the rights to the Works described in the foregoing paragraph; (ii) any advertising, promotion,

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publicity, operation, or exploitation of Releasors or an event; and (iii) on the IHRA website in connection with any postings of rosters, scorings, or racing stories.

- 11. No Use of IHRA Marks. Guardians and Participant shall have no right to use any of the IHRA Marks (as defined below) for any purpose whatsoever without the prior written approval of the Releasees in each instance, such approval to be granted or withheld in the Releasees' sole discretion after a formal request process has been initiated by Guardians or Participant. For the purposes of this Agreement, "IHRA Marks" means the logos, trademarks, and other indicia of origin owned by IHRA and its affiliates, including the Event(s) name and logo and any indicia adopted for commercial purposes by IHRA or any of its affiliates. Guardians acknowledge and agree that all right, title, and interest in and to the IHRA Marks belong to IHRA. Guardians agree that the IHRA Marks possess a special, unique, and extraordinary character that makes the assessment of the monetary damages that would be sustained by their unauthorized use difficult. Notwithstanding anything to the contrary herein, unauthorized use of any IHRA Marks would cause irreparable injury, and injunctive and other equitable relief from a court of competent jurisdiction would be appropriate in such an event. Such remedy shall not be exclusive of other legal remedies. Guardians recognize that the great value and goodwill associated with the IHRA Marks belong to IHRA and that such marks have acquired secondary meaning.
- 12. <u>Applicable Law; Consent to Jurisdiction</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding its conflict of law rules. Guardians expressly consent and agree to submit to the exclusive jurisdiction and venue of the state and U.S. federal courts located in Cincinnati, Ohio (and any court having appellate jurisdiction therefrom) in all disputes arising out of or relating to this Agreement. Guardians agree that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- 13. WAIVER OF JURY TRIAL. IHRA AND GUARDIANS ON BEHALF OF ITSELF AND THE OTHER RELEASORS IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE LICENSE, THE USE OF A COMPETITION VEHICLE, PARTICIPANT'S PARTICIPATION IN THE PROGRAM OR ANY DRAG RACING EVENTS (INCLUDING IHRA EVENTS AND EVENTS HELD AT IHRA TRACKS), PARTICIPANT'S OR GUARDIANS' ATTENDANCE AT ANY DRAG RACING EVENT (INCLUDING IHRA EVENTS AND EVENTS HELD AT IHRA TRACKS), AND ANY AND ALL RELATED ACTIVITIES. GUARDIANS CERTIFY AND ACKNOWLEDGE THAT: (A) NO REPRESENTATIVE OF IHRA HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IHRA WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (B) THEY HAVE CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (C) THEY MAKE THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (D) THEY HAVE DECIDED TO ENTER INTO THIS AGREEMENT IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.
- 14. <u>Severability; Entire Agreement</u>. Guardians acknowledge that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement constitutes the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous oral or written agreements, representations, or understandings.

[Signature Page to Follow]

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BY SIGNING THIS AGREEMENT, GUARDIANS AFFIRM, ON BEHALF OF THEMSELVES AND THE PARTICIPANT, THAT GUARDIANS HAVE READ AND UNDERSTAND THIS AGREEMENT AND FULLY COMPREHEND ITS TERMS. GUARDIANS UNDERSTAND THAT THE PARTICIPANT, GUARDIANS, AND THE RELEASORS ARE WAIVING SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE AND THE RIGHT TO A JURY TRIAL. GUARDIANS ACKNOWLEDGE THAT THEY ARE EXECUTING/SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, WITH THE INTENT THAT SUCH ACCEPTANCE CONSTITUTES A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

| Printed name of Participant: | |
|--|--|
| Participant Signature: | |
| Guardian #1: I have read this Agreement and understand i Signature: | |
| Name (print full name): | |
| Relationship to Participant: | |
| Address: | |
| City: | |
| State: ZIP: | |
| Email: Phone: | |
| Linan I none | |
| ☐ I represent that I have sole legal custody or am the sole | e parent/guardian. |
| | |
| Guardian #2: I have read this Agreement and understand in | ts contents and intend to be legally bound hereby. |
| Signature: | |
| Name (print full name): | |
| Relationship to Participant: | |
| Address: | |
| City: | |
| State: ZIP: | |
| Email: Phone: | |
| notary public or an authorized IHRA official completing the ned the document to which this certificate is attached, and not not be a second to the document to which this certificate is attached. | his certificate verifies only the identity of the individuals who have |
| ned the document to which this certificate is attached, and he | of the frumrumess, accuracy, or validity of that document. |
| State of : County of: | |
| Subscribed and Sworn to (or affirmed) before me this | day of,, 20, proved to me on the basis of satisfactory evidence to b |
| the person(s) who appeared before me. | proved to me on the basis of satisfactory evidence to b |
| the person(s) who appeared before me. | |
| | Signature of Notary |
| | |
| OR | |
| OR | |
| OR Signature of Authorized IHRA Official Name: | _ |

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Exhibit A License Form

TEEN CHAMPIONSHIP RACING (TCR) MEMBERSHIP AND LICENSE

COPY OF BIRTH CERTIFICATE MUST ACCOMPANY THIS APPLICATION

| WEHICLE ORIENTATION: The licensee must get a starting [] Starting [] Selecting Gears [] Brake [] Starting [] Selecting Gears [] Brake [] Starting [] Selecting Gears [] Brake [] Starting [] Selecting Gears [] Brake [] Starting [] Selecting Gears [] Brake [] Starting [] Selecting Gears [] Brake [] Starting [] Selecting Gears [] Brake [] Starting [] Selecting Gears [] Brake [] Starting [] Selecting Gears [] Brake [] Starting [] Selecting Gears [] Brake [] Starting [] Selecting Gears [] Brake [] Starting [] Starting [] Selecting Gears [] Brake [] Starting [] Selecting Gears [] Brake [] Starting [] Selecting Gears [] Brake [] Starting [] Starting [] Selecting Gears [] Brake [] Starting [] Star | NOTE: If Part TCR, a separ Provide Juni st demonstrate fan [] Lights demonstrate response | ticipant is competing rate license is required ior Membership ID#_miliarity with all the versible [] Shifter [] Seconsible driving skills. | ehicle's primary contro | or Dragster Pro | gram and |
|--|--|--|-------------------------|-----------------|----------|
| | LICE | ENSING PASSES | | | |
| WITH OFFICIAL 1. ET MPH | 2. ET | MPH | 3. ET | MPH | |
| WITH CO-DRIVER 4. ET MPH | 5. ET | MPH | 6. ET | MPH | |
| Track Location | | | Date | | |
| Track Official | | Co- | Driver | | |
| Name: | Type of Vehicle: Car#: | | | | |
| Address: | | City: | Sta | ıte: | _ Zip: |
| Date of Birth: Age: | E-Mail: | | | | |
| Declare Home Track: | | | | | |
| Amount Paid: | | | | | |
| [] CHECK #: | | | | | |
| Credit Card #: | | CID: | Ехр: | Zip: | |

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