

**WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT  
FOR MINORS AS OBSERVERS ONLY**

\_\_\_\_\_  
PCA EVENT NAME / LOCATION

\_\_\_\_\_  
EVENT DATE(S)

IN CONSIDERATION of being permitted to enter the premises of and observe the Porsche Club of America or PCA Club Racing ("PCA") events or activities (EVENTS) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area which admission by the general public is restricted or prohibited including but not limited to the competition area and the hot pit area), I, for myself, my spouse, and my minor child, and their personal representatives, heirs and next of kin, sign this Waiver and Release of Liability and Indemnity Agreement for Minors as Observers Only ("Agreement") and agree as follows:

1. THE PARENT(S) OR GUARDIAN(S) will immediately upon entering any such RESTRICTED AREA, and will continuously thereafter, inspect the RESTRICTED AREA and warrant that their entry therein constitutes an acknowledgment that they have inspected the RESTRICTED AREA and find it safe and reasonably suited for the purpose of its use; and, if at any time they believe anything in the RESTRICTED AREA to be unsafe, they will immediately advise the officials of such and they will remove themselves from the RESTRICTED AREA.
2. THE PARENT(S) OR GUARDIAN(S) release, waive, discharge and covenant not to sue PCA or its zones or regions, promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons on the premises, sponsors, advertisers, owners, lessors, and lessees of premises used to conduct the EVENTS, premises and event inspectors, surveyors, underwriters, brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENTS and for each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees", FROM ALL LIABILITY TO OURSELVES AND THE MINOR, our personal representatives, assigns, executors, heirs, and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES OF THE MINOR AND/OR PARENT OR GUARDIAN 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.
3. THE PARENT(S) OR GUARDIAN(S) AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS, the Releasees and each of them from any LOSS, LIABILITY, DAMAGE OR COST, INCLUDING BODILY INJURY OR PROPERTY DAMAGE that they may incur due to the presence of the parent, the guardian or the minor in RESTRICTED AREA, WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES OR OTHERWISE. The parent or guardian further recognize and agree they are executing this Agreement on behalf of themselves and on behalf of the minor.
4. THE PARENT(S) OR GUARDIAN(S) ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, whether due to negligence of Releasees or otherwise, while in or upon the RESTRICTED AREA for any purpose.
5. THE PARENT(S) OR GUARDIAN(S) recognize and understand that THE ACTIVITIES OF THE EVENTS ARE VERY DANGEROUS and that there are risks and dangers associated with their presence at the EVENTS and admission within the RESTRICTED AREA that could cause severe bodily injury, disability and death. Further, the risks and dangers may be caused by the negligent actions or negligent failure to act of the Releasees and others, including the risk that the INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. THE UNDERSIGNED HEREBY agree that this Waiver and Release of Liability and Indemnity Agreement for Minors as Observers Only EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the EVENTS are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**THE PARENT(S) OR GUARDIAN(S) HAVE READ AND VOLUNTARILY SIGN THIS AGREEMENT WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP AND INTEND THEIR SIGNATURES TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

- NOTE: Both parents/guardians should sign, if available. If both are not available, the signature of one parent/guardian is acceptable.

1. **I HAVE READ THIS RELEASE**

\_\_\_\_\_  
Parent or Guardian (Signature/Relationship)

\_\_\_\_\_  
Date

2. **I HAVE READ THIS RELEASE**

\_\_\_\_\_  
Parent or Guardian (Signature/Relationship)

\_\_\_\_\_  
Date

Printed Name of Participant/Minor: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Printed Name of Parent or Guardian: 1. \_\_\_\_\_

Printed Name of Parent or Guardian: 2. \_\_\_\_\_

Received by \_\_\_\_\_  
Witness' Signature                      Witness' Printed Name      Address                                      Date



## Parental Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement for Minors in Touring Laps Only

DESCRIPTION, DATE AND LOCATION OF EVENT(S): \_\_\_\_\_

IN CONSIDERATION of the minor child, \_\_\_\_\_ [print minor's name] who currently is at least \_\_\_\_ years of age, and for whom I am the legal parent or legally appointed guardian (Athe Minor") being permitted to participate in any way in TOURING LAPS ONLY at the EVENT(S) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree:

1. I know the nature of Touring Laps at the EVENT(S) and understand that the drivers who participate in Touring Laps may not have any advanced driver training or experience, and that the vehicles participating in Touring Laps may not have had any safety inspection, and may in fact be not legal to drive on public roads. I believe the Minor to be qualified to participate in TOURING LAPS at the Event(s). I will inspect to my complete satisfaction the vehicles, premises and equipment to be used or with which the Minor may come into contact. If the Minor is riding as a passenger in Touring Laps and I am not the driver, I will personally insure that the driver of the vehicle in which the Minor is riding is at least eighteen (18) years old. IF AT ANY TIME THE MINOR OR I BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR IMMEDIATELY TO LEAVE THE RESTRICTED AREA AND TO REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
2. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT(S) (INCLUDING TOURING LAPS) ARE VERY DANGEROUS and any participation in the Event(s) (including Touring Laps) and/or entry into Restricted Areas involve RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH (ARISKS@); (b) these Risks and dangers may be caused by the Minor=s own actions or inactions, the actions or inactions of others participating in the Event(s) (including Touring Laps), the rules of the Touring Laps at the Event(s), the condition and layout of the vehicles, premises and equipment, or THE NEGLIGENCE OF THE ARELEASEES@ DESCRIBED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO EITHER OF US or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risks COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR=S OR MY FUTURE.
3. I consent to the Minor=s participation in Touring Laps at the Event(s) and the Minor's entry into Restricted Areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH AN INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF ANY OF THE ARELEASEES" DESCRIBED BELOW.
4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the Porsche Club of America, Inc., its Regional Clubs, event officials and volunteers, promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their directors, officers, agents, and employees, all of whom are collectively referred to as \*Releasees" FROM ALL LIABILITY TO ME, THE MINOR, my and the Minor=s personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY, including, but not limited to, death or damage of property, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE \*RELEASEES OR OTHERWISE.
5. If, despite this release, I, the Minor or anyone on the Minor=s behalf makes a claim against any of the ARELEASEES" named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE ARELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
6. I sign this agreement on my own behalf and on behalf of the Minor.

I HAVE READ THIS PARENTAL CONSENT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR MIGHT OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES= FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

I HAVE READ THIS RELEASE

\_\_\_\_\_  
PARENT OR GUARDIAN (SIGNATURE/RELATIONSHIP) PRINTED NAME OF PARENT OR LEGAL GUARDIAN DATE