

**APPLICATION FOR WINDY HILL SPORTS, LLC, RIDERS CLUB
MINOR RELEASE AND WAIVER FOR LIABILITY AND INDEMNITY AGREEMENT
WINDY HILL SPORTS, LLC RIDERS CLUB, ELLERBE, NORTH CAROLINA**

WARNING: THIS IS A RELEASE OF LIABILITY AND AN EXPRESS ASSUMPTION OF RISK. THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS THE LEGAL RIGHTS AND OBLIGATIONS OF THE MINOR AND THE MINOR'S PARENT OR GUARDIAN. PLEASE READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED YOU UNDERSTAND IT AND AGREE TO ITS TERMS. THIS IS A BINDING AGREEMENT.

I/WE WISH TO BECOME A MEMBER OF WINDY HILL SPORTS, LLC RIDERS CLUB: I/WE HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE AND DISCHARGE THE WINDY HILL SPORTS, LLC, RIDERS CLUB, PARTICIPANTS, RACING ASSOCIATION, SANCTIONING ORGANIZATION OR ANY SUBDIVISION THEROF, TRACK OPERATOR, TRACK OWNER, OFFICIALS, VEHICLE OWNERS, RIDERS, PIT CREWS, ANY PERSONS IN ANY RESTRICTED AREA, PROMOTERS, SPONSORS, ADVERTISERS, OWNER, LEASSEES OF PREMISES USED TO CONDUCT THE EVENT OR CLUB PRACTICE, OR OFFICERS AND EMPLOYEES, ALL FOR THE PURPOSES THEREIN REFERRED TO AS 'RELEASEES', FROM ALL LIABILITY TO THE UNDERSIGNED, MY/OUR PERSONAL REPRESENTATIVES, ASSIGNS, IS IN OR UPON THE RESTRICTED AREA AND/OR COMPETING, OFFICIATING IN, OBSERVING, WORKING FOR OR ANY PURPOSE PARTICIPATING IN EVENT OR PRACTICING AT WINDY HILL SPORTS, LLC (ALL SUCH FACILITIES COLLECTIVELY REFERRED TO HEREIN AS "THE PARK") AT ANY TIME.

I/WE WILL INFORM AND INSTRUCT THE SAID MINOR PARTICIPATING THAT UPON ENTERING ANY RESTRICTED AREA THE MINOR MUST CONTINUOUSLY THEREAFTER INSPECT SUCH RESTRICTED AREA AND ALL PORTIONS THEREOF WHICH THE MINOR ENTERS AND WITH WHICH HE/SHE COMES IN CONTACT AND I/WE FURTHER WARRANT THAT THE MINOR'S ENTRY UPON SUCH RESTRICTED AREA OR AREAS AND HIS/HER PARTICIPATION, IF ANY, IN THE EVENT CONSTITUTES AND ACKNOWLEDGEMENT THAT HE/SHE (MINOR) HAS INSPECTED SUCH RESTRICTED AREA AND THAT HE/SHE FINDS AND ACCEPTS THE SAME AS BEING SAFE AND REASONABLE SUITED FOR THE PURPOSES OF HIS/HER USE, AND HE/SHE FURTHER AGREES AND WARRANTS THAT IF, AT ANY TIME, HE/SHE IS IN OR ABOUT RESTRICTED AREAS AND IF HE/SHE FEELS ANYTHING IS UNSAFE, HE/SHE WILL IMMEDIATELY ADVISE THE OFFICIAL OF SUCH AND WILL LEAVE THE RESTRICTED AREAS.

THE UNDERSIGNED EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE ACTIVITIES OF THE EVENT OR PRACTICING AT THE PARK ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE.

EACH OF THE UNDERSIGNED PARENTS OR LEGAL GUARDIAN(S) FOR THE MINOR PARTICIPANT AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE 'RELEASEES', AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE OR COST THEY MAY INCUR DUE TO THE PRESENCE OF THE SAID MINOR IN OR UPON THE RESTRICTED AREA OR IN ANY WAY COMPETING, OFFICIATING, OBSERVING OR WORKING FOR ANY PURPOSE PARTICIPATING IN THE EVENT AND CAUSED BY THE NEGLIGENCE OF THE 'RELEASEES' OF OTHERWISE.

THE UNDERSIGNED PARENTS OR LEGAL GUARDIANS HAVE READ AND VOLUNTARILY SIGN THE MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

NAME OF WINDY HILL SPORTS, LLC RIDERS CLUB MEMBER:

PRINT NAME OF RIDER

MEMBERSHIP #

SIGNATURE OF RIDER

DATE

MAILING ADDRESS OF RIDER:

STREET (# AND NAME)

CITY

STATE

ZIP

PARENT/GUARDIAN (PRINT AND SIGN)

DATE

WITNESS (PRINT AND SIGN)

DATE