

**PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ACKNOWLEDGEMENT AND ASSUMPTION  
OF RISKS, AND INDEMNITY AGREEMENT**

**READ THOROUGHLY BEFORE SIGNING. BY SIGNING THIS DOCUMENT YOU ARE WAIVING VALUABLE LEGAL RIGHTS WHICH YOU MAY HAVE.**

I/We, the undersigned parents, or custodial parent if divorced, or legal guardian, of \_\_\_\_\_, a minor child under the age of eighteen (18), (DOB: \_\_\_\_\_), (hereafter "the Minor") IN CONSIDERATION of said minor child being permitted to participate as a driver, passenger, spectator, participant, and bystander, or in any other capacity, in any and all scheduled or unscheduled recreational activities of whatsoever kind and nature including, but not limited to, camping, hiking, fishing, horseback riding, canoeing, swimming, off-road driving, riding, events, races, and/or competitions (hereafter "the EVENTS") held on premises in Wayne County, Missouri, (hereafter "the Premises") owned or leased by LEERJAK Off-Road Ranch, LLC, a limited liability company of the State of Missouri, 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), from and after the date of the signing of this document to and including the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I/we acknowledge and agree as follows:

1. For purposes of this agreement the term "RELEASEE" shall mean LEERJAK Off-Road Ranch, LLC, a limited liability company of the State of Missouri, its members, officers, directors, shareholders, owners, managers, contractors, subcontractors, employees, agents, promoters and sponsors, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel in any Restricted Area, advertisers, owners, lessors and lessees of the Premises used to conduct the EVENTS, 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 EVENTS.
2. For purposes of this agreement the term "EVENTS" shall mean any and all scheduled or unscheduled recreational activities of whatsoever kind and nature including, but not limited to, off-road driving, riding, events, races, and/or competitions held on premises in Wayne County, Missouri, (hereafter "the Premises") owned or leased by LEERJAK Off-Road Ranch, LLC, a limited liability company of the State of Missouri, permission 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).
3. I/we warrant that the Minor is physically and mentally healthy and has no condition that would put the Minor or others at risk while participating in any activities, scheduled or unscheduled.
4. I/we are fully aware of the nature of all EVENTS and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in all EVENTS. I/we will inspect the premises, facilities, and equipment to be used, or with which the Minor may come in contact. IF I/WE OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I/WE WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE AREA OR THE PREMISES AND REFUSE TO PARTICIPATE FURTHER IN THE EVENTS.
5. I/WE FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENTS ARE VERY DANGEROUS and participation in the EVENTS and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (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 EVENTS, the rules of the EVENTS, the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE RELEASEE; (c) there may be OTHER RISKS NOT KNOWN TO ME/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 FUTURE.
6. I/we consent to the Minor's participation in or watching any of the scheduled or unscheduled events, races, or driving held at the Premises and/or 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 INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF RELEASEE or otherwise.
7. I/WE HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE RELEASEE, FROM ALL LIABILITY TO ME/US, THE MINOR, my/our 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 TO ME/US OR THE MINOR, while in, on or upon the Premises, or en route to or from the Premises, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.
8. If, despite this release, I/we, the Minor, or anyone on the Minor's behalf, makes a claim against the RELEASEE I/WE AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEE 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 RELEASEE WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.
9. I/we hereby acknowledge and agree that the Minor's likeness, or that of the Minor's property, may be used in any manner, without remuneration, by RELEASEE, or its assignees or licensees. I/we hereby waive any claims or demands for remuneration for said use of the Minor's likeness, or that of the Minor's property.

10. In the event any provision of this agreement is found to be unenforceable it shall be considered severable and enforceable by an action based on contractual obligation, and it shall not invalidate the remainder of this agreement. If such provision also is found not to be enforceable as a contractual obligation, it shall also be considered as severable and shall not invalidate the remainder of this agreement with respect to contractual obligations hereunder.
11. Each of the undersigned severally and jointly represent that they have full rights, power, and authority to execute this Agreement.
12. This Agreement constitutes a legal, binding Agreement of each such party, enforceable in accordance with its terms.
13. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made to be performed entirely within such state, including all matters of enforcement, validity, and performance. The parties further agree and consent that the proper venue for the interpretation and enforcement of this contract shall be Wayne County, Missouri.
14. This Agreement shall be binding upon each of the undersigned individually and collectively, and their personal representatives, heirs, companions, next of kin, powers of attorney, health care representatives and guardians.
15. I/we sign this Agreement on my/our own behalf and on behalf of the Minor.

**I/WE HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT, I/WE JOINTLY AND SEVERALLY FURTHER ACKNOWLEDGE THAT BY SIGNING IT I/WE GIVE UP SUBSTANTIAL RIGHTS I/WE AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEE'S FAULT OR OTHERWISE, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENTS, ASSURANCES OR GUARANTEES.**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Printed Name of Parent/Legal Custodian/Guardian**

\_\_\_\_\_  
*Signature of Parent/Legal Custodian/Guardian*

\_\_\_\_\_  
**Driver's License No.**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Address: (street, city & state)**

\_\_\_\_\_  
**Printed Name of Parent/Legal Custodian/Guardian**

\_\_\_\_\_  
*Signature of Parent/Legal Custodian/Guardian*

\_\_\_\_\_  
**Driver's License No.**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Address: (street, city & state)**

**Person to Contact in Case of Emergency:**

**Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

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**NOTARY REQUIRED IF PARENTS/LEGAL CUSTODIAN/GUARDIAN NOT ATTENDING EVENT WITH MINOR:**

STATE OF MISSOURI     )  
   ) SS  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as h free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said County and State the day and year first above written.

\_\_\_\_\_  
 Notary Public