

BOTH BIRTH PARENTS OR GUARDIANS MUST SIGN THIS DOCUMENT IN ORDER FOR IT TO BE EFFECTIVE. IF ONE BIRTH PARENT OR GUARDIAN SIGNS OUTSIDE OF THE PRESENCE OF AN EMPLOYEE OF BRUSHY MOUNTAIN MOTOR SPORTS PARK, THAT BIRTH PARENT OR GUARDIAN'S SIGNATURE MUST BE NOTARIZED. THIS FORM MUST BE ACCOMPANIED BY MINOR CHILD'S BIRTH CERTIFICATE SHOWING BOTH BIRTH PARENTS' NAMES LISTED AS WELL AS ACCOMPANIED BY A LEGIBLE PHOTOCOPY OF THE DRIVERS LICENSES OF BOTH PARENTS.

PARENT'S INDEMNITY & RELEASE

FOR AND IN CONSIDERATION OF the privilege of access to Brushy Mountain Motor Sports Park, LLC, and the use of the trails therein, and for other good and valuable consideration, the undersigned, being the lawful parent, guardian or custodian of (*child's name*) _____, hereinafter referred to as "Child", and being of lawful age, have released and discharged, and by these presents do for myself, my heirs, executors, administrators and assigns, release, acquit and forever discharge Brushy Mountain Motor Sports Park, LLC; Mull Family LLC; Mull Land & Development Company, LLC, and all of their respective employees, members, owners, agents, employees, or assigns of and from any and all past, present and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensations, third-party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damage on account of, or in any way growing out of any and all known and unknown personal injuries, death and/or property damage resulting or to result from the presence or activities of Child in Brushy Mountain Motor Sports Park.

I hereby declare and represent that I am the legal guardian of Child and have full legal authority to execute this release and indemnity, and that I will indemnify and save harmless Brushy Mountain Motor Sports Park, LLC; Mull Family LLC; Mull Land & Development Company, LLC and all its respective employees, members, owners, agents, employees or assigns (hereinafter referred to as "Released Parties") from and against all claims of anyone whomsoever arising from third-party actions.

I hereby declare and represent that I will hold the Released Parties harmless from any liability whatsoever arising from the presence, activities, or patronage of Child in Brushy Mountain Motor Sports Park.

I further state that I have carefully read the foregoing release and indemnity and know the contents thereof, and I sign the same as my own free act.

WITNESS my hand and seal this the ____ day of _____, 200__.

WITNESS:

BIRTH PARENTS OR GUARDIANS:

Sworn to and subscribed before me, this the ____ day of _____, 200__.

Notary Public

My Commission Expires: _____

NOTARY STAMP AREA