oca

Minor Waivers - a reminder

All Club Race and DE participants, their crew, guests (family and friends)**, as well as the event staff and volunteers are required to sign the PCA RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (Waiver) AND wear the appropriate wrist band during any PCA Club Race event.

Any guest under the age of 18 is considered a MINOR

It is an express condition of PCA's insurance coverage that minors who are admitted to any PCA moving car event MUST be covered by the appropriate Minor Release and Waiver Form. Minors under 16 are NOT permitted in the hot pits or on the grid.

- 1. All Minors admitted to "non-hot" areas (paddock, viewing stands, vending areas, registration areas) at an event:
 - a. MUST have WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT FOR MINORS AS OBSERVERS ONLY Form executed by at least ONE parent/guardian.
 - b. This form may NOT be signed by relatives, or friends. It must be signed by the parent/legal guardian.
 - c. The waiver is good only for that event.
 - d. The form may be signed by the parent/guardian away from the actual event site, but in this case the signature of the parent must be notarized.

2. Minors participating in Track Touring at an event:

- a. MUST have **PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT FOR MINORS IN TOURING LAPS Form** executed by at least **ONE** parent/guardian.
- b. This form may NOT be signed by relatives, or friends. It must be signed by the parent/legal guardian.
- c. This waiver is good only for that event.
- d. This form may be signed by the parent/guardian away from the actual event site, but in this case the signature of the parent must be notarized.
- 3. Minors 16 and 17 admitted to RESTRICTED AREAS (hot pits, grid) at an event:
 - a. MUST have WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT FOR MINORS IN RESTRICTED AREAS, DRIVING OR RIDING form executed by both parents/guardians, if both are alive.
 - b. The minor must sign the JUNIOR PARTICIPATION PROGRAM MINOR'S ASSUMPTION OF RISK ACKNOWLEDGMENT form.
 - c. The minor must be a child or grandchild of a PCA member who is present at the event.
 - d. The waiver is good only for that event.



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 gu	ardian (Athe Minor") being
permitted to participate in any way in TOURING LAPS ONLY at the EVENT(S) and/or being permitted t	o enter for any purpose any
RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or peri	mission to enter or any area
to which admission by the general public is restricted or prohibited). Lagree:	

- 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 qualifed 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 offcials and volunteers, promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, offcials, 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, offcers, 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 *RELEASES 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

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT FOR MINORS IN RESTRICTED AREAS, DRIVING OR RIDING

	PCA EVENT NAME / LOCATION	EVENT DATE(S)
Racing (sauthorizathe comp	SIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in a PCA") events or activities (EVENTS) or being permitted to enter for any purpose any RESTRICTED A tion, credentials, or permission to enter or any area to which admission by the general public is restricte etition area and the hot pit area), I, for myself, my spouse, and my minor child, and their personal reprint Release of Liability and Indemnity Agreement for Minors in Restricted Areas, Driving or Riding ("Agreement for Minors in Restricted Areas, Dr	REA (defined as any area requiring special d or prohibited including but not limited to esentatives, heirs and next of kin, sign this
1.	THE MINOR AND PARENT(S) OR GUARDIAN(S) will immediately upon entering any such RES thereafter, inspect the RESTRICTED AREA and warrant that their entry therein and/or the minor's p acknowledgment that they have inspected the RESTRICTED AREA and find it safe and reasonably suitime they believe anything in the RESTRICTED AREA to be unsafe, they will immediately advise the themselves from the RESTRICTED AREA and the minor will withdraw from participation in the EVEN	articipation in the EVENTS constitutes an ted for the purpose of its use; and, if at any officials of such and that they will remove
2.	THE MINOR AND PARENT(S) OR GUARDIAN(S) release, waive, discharge and covenant not to s participants, racing associations, sanctioning or administrative organizations or any affiliated entition officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, lessees of premises used to conduct EVENTS, premises and event inspectors, surveyors, underwriters recommendations, directions, or instructions or engage in risk evaluation or loss control activities regard of them, their directors, officers, agents and employees, all for the purposes herein referred to as "OURSELVES, our personal representatives, assigns, executors, heirs, and next of kin FOR ANY AND DAMAGES OF THE MINOR AND/OR PARENT(S) OR GUARDIAN(S) ON ACCOUNT OF A LIMITED TO THE DEATH OF THE PARENT, GUARDIAN OR MINOR OR DAMAGE TO PROFICAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF THE RELEASEES OR	es thereof, track operators, track owners, sponsors, advertisers, owners, lessors, and by brokers, consultants and others who give ding the premises or EVENTS and for each Releasees", FROM ALL LIABILITY TO ALL CLAIMS, DEMANDS, LOSSES OR ANY INJURY, INCLUDING, BUT NOT PERTY, CAUSED OR ALLEGED TO BE
3.	THE PARENT(S) OR GUARDIAN(S) AGREE TO INDEMNIFY AND SAVE AND HOLD HAR FROM ANY LOSS, LIABILITY, DAMAGE OR COST, INCLUDING BODILY INJURY OR PROF to the presence of the parent, the guardian or the minor in the RESTRICTED AREA, or in any way when CAUSED BY NEGLIGENCE OF THE RELEASEES OR OTHERWISE. The parent or guardian furt this Agreement on behalf of themselves and on behalf of the minor.	MLESS, the Releasees and each of them PERTY DAMAGE that they may incur due tile participating in the Events, WHETHER
4.	THE MINOR AND PARENT(S) OR GUARDIAN(S) ASSUME FULL RESPONSIBILITY FOR AND PROPERTY DAMAGE, whether due to the negligence of Releasees or otherwise, while in or upon the superior of the super	
5.	including competing, officiating, observing, working or participating in the Events. The MINOR AND PARENT(S) OR GUARDIAN(S) recognize and understand that THE ACTI DANGEROUS and that there are risks and dangers associated with participation in the EVENTS and a that could cause severe bodily injury, disability and death. Further, the risks and dangers may be ca failure to act of the Releasees and others, including the risk that the INJURIES RECEIVED MAY B NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.	Idmission within the RESTRICTED AREA nused by the negligent actions or negligent E COMPOUNDED OR INCREASED BY
6.	THE UNDERSIGNED HEREBY agree that this Waiver and Release of Liability and Indemnity A Driving or Riding EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDIN and is intended to be as broad and inclusive as is permitted by the law of the Province or State in which portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal for the province of the province	IG NEGLIGENT RESCUE OPERATIONS the Events are conducted and that if any
SUBSTA	NOR AND PARENT OR GUARDIAN HAVE READ AND VOLUNTARILY SIGN THIS AGREEMEN NTIAL RIGHTS ARE BEING GIVEN UP AND INTEND THEIR SIGNATURES TO BE A COMPLET LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.	
1.	I HAVE READ THIS RELEASE	

Signature and Printed Name of Participant/Minor: I HAVE READ THIS RELEASE _______ D.O.B. _____

Printed Name of Parent or Guardian: 1._____

Printed Name of Parent or Guardian: 2._____

Date

Date

Date

PCA-Parent/Guardian & Minor as Participant Rev. 11-30-09

Received by ______ Witness' Signature Witness' Printed Name Address

Parent or Guardian (Signature/Relationship)

Parent or Guardian (Signature/Relationship)

I HAVE READ THIS RELEASE

2.

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	
Prir	ted Name of Participant/Minor:	D.O.B	
Prir	ted Name of Parent or Guardian: 1		
Prin	nted Name of Parent or Guardian: 2		
Rec	eived by		
	Witness' Signature Witness' Printed Name Address		Date