

Minor Waiver & Release Form for Participants Under The Age of 18.

(READ COMPLETELY & CAREFULLY BEFORE SIGNING)

Name of Event: SKYRIDE

Date: Saturday, August 24, 2019

Scenarios:

1) Both parents are present at SkyRide:

- a. Have both parents sign the **MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR ROAD EVENTS**

2) One parent is present at SkyRide:

- a. Parent that is present has notarized document authorizing participation signed by second parent.
 - i. Have parent accompanying minor sign the **MINOR RELEASE**
 - ii. Staple the notarized document from second parent to **MINOR RELEASE**
- b. Parent that is present claims sole-parent status
 - i. Have parent accompanying minor sign the **MINOR RELEASE**
 - ii. Note on bottom of **MINOR RELEASE** that parent claims sole-parent status

3) Non-parent (Guardian) accompanying minor

- a. Sole-Parent Condition
 - i. Non-parent (Guardian) **MUST** have notarized document signed by sole-parent authorizing the minor to travel with the guardian, and document must also state that sole parent status is claimed.
 - ii. Have guardian sign the **MINOR RELEASE** and staple the notarized document to the **MINOR RELEASE**
- b. Two-parent Condition
 - i. Guardian **MUST** have notarized document signed by both parents authorizing the minor to travel with the guardian.
 - ii. Have guardian sign the **MINOR RELEASE** and staple the notarized document to the **MINOR RELEASE**.
- c. Guardian must be in possession of a legal document executed by parent(s) giving Guardian authority to authorize medical treatment of minor, if such treatment becomes necessary.

IF MINOR is also a RIDER, all ADULT registration requirements are applicable such as licensing, vehicle registration, and insurance.

In consideration of allowing the below **MINOR** participant to compete, officiate, observe, work for, or participate in anyway with the **SkyRide AUGUST 24, 2019** (above event noted and dates) and/or being permitted to enter or any area to which admission by the general public is restricted or prohibited including but not limited to the competition or ride area or any hot pit or paddock area, EACH OF THE UNDERSIGNED for himself/herself, his/her personal representatives, heirs, and next of kin agrees that:

1. **THE MINOR AND PARENT OR GUARDIAN** will immediately inspect the **RESTRICTED AREA** upon entering it and warrants that their entry therein and/or the **MINOR's** Event participation constitutes an acknowledgement that they have inspected the **RESTRICTED AREA** and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at anytime in the **RESTRICTED AREA** and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at anytime in the **RESTRICTED AREA** they believe something is unsafe, it will be brought to the attention of an official, and they will remove themselves from the **RESTRICTED AREA** and the **MINOR** will withdraw from participation in the Event.

2. **THE MINOR AND PARENT OR GUARDIAN HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to negligence of Releases (as identified below) or otherwise, while in or upon the **RESTRICTED AREA** for any purpose and /or while participating in any way in the **EVENT**. The undersigned recognize and understand that there are risks and dangers associated with participation in the Event 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 failure to act of the Releases and others. All of the risks and dangers associated with participating in the Event and/or entry into the **RESTRICTED AREA** are assumed notwithstanding.

3. **THE MINOR AND PARENT OR GUARDIAN** release, waive, discharge and covenant not to sue the promoters, participants, racing associations, sanctioning organizations (or any affiliates thereof), track operators, track owners, officials, vehicle owners, builders and designers, drivers, pit crews, rescue workers, all persons in the **RESTRICTED AREA**, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners, and lessees and lessors of the premises used to conduct the **EVENT(S)**, premises and event inspectors, surveyors, underwriters/brokers, consultants, and others who give recommendations, directions, or instructions or engage in risk evaluations or loss control activities regarding the premises or **EVENTS(S)** 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, the undersigneds, our personal representatives, assigns, 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 or injury of the parent/guardian or damage to the property, all of which is caused or alleged to be caused by the negligence of the **RELEASEES** or otherwise.

4. **THE PARENT AND/OR GUARDIAN** hereby 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, in any manner or degree, to the presence of the parent/guardian or the **MINOR** in the **RESTRICTED AREA**, or related in any way to their participation in or presence at the **EVENT** and whether caused by negligence of the **RELEASEES** or otherwise. The parent and/or guardian further recognize and agree they are executing this **Waiver and Releases of Liability and Indemnify Agreement** on behalf of themselves and on behalf of the **MINOR**.

5. The Release and Waiver of Liability, Assumption of Risk and Indemnity agreement 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 laws of the Province or State in which the **EVENT(S)** is/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.

6. By also signing this Waiver form - I hereby grant permission to (SkyRide and the WALKWAY OVER THE HUDSON) to use photographs and/or video of me or children under 18 in my care. taken on August 24, 2019 at SkyRide in publications, news releases, online, and in other communications related to the mission of the Walkway Over The Hudson.

The Parent or Guardian has **READ** and **VOLUNTARILY** signs the Waiver and Release of Liability and Indemnity Agreement and does so voluntarily and with the understanding that substantial rights are being given up.

//We further acknowledge that failure to witness or notarize this agreement shall not affect its validity.

1. _____ Father/Mother/Guardian _____
 Parent or Guardian (Signature) (Circle One) DATE

I represent that I have sole legal custody or am the sole parent/guardian ~ Initial: _____

1. _____ Father/Mother/Guardian _____
 Parent or Guardian (Signature) (Circle One) DATE

I represent that I have sole legal custody or am the sole parent/guardian ~ Initial: _____

Printed Name of MINOR Participant: _____ Date of Birth _____

Address of Participant: _____

City _____ State/Zip _____

Printed Name of MINOR Participant: _____ Date of Birth _____

Address of Participant: _____

City _____ State/Zip _____

(If Notarized) Subscribed and Sworn to at: _____ Before me this _____ Day _____ 20 _____

Signature of Event Official or Notary Public _____

Printed Name of Event Official or Notary Public _____

_____ County, State of _____

For more information please contact - skyride@walkway.org 845-454-9649, ext. 106

