

BRICK'S OFF ROAD PARK
RELEASE AND WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
FOR MINOR CHILDREN

(to be completed by parent or legal guardian)

In exchange for my child being permitted to enter into Brick's Off Road Park (hereinafter "Park") - for any purpose-including, but not limited to: (i) operating or riding in an off-road vehicle; (ii) participating in or observing – in any way-Park events and/or competitions; (iii) officiating in Park events; or (iv) working for the Park or its subcontractors or vendors, I, the undersigned, on behalf of myself and my personal representatives, heirs and assigns, hereby agree to the following:

Rules: I have read the Park's rules and regulations, and I agree to comply and ensure my child's compliance with each of them while either of us are present on the Park's premises.

Assumptions of Risk: Immediately upon entering the Park-and continuously thereafter- I will inspect all areas of the Park I occupy, and if at any time, I believe anything is unsafe, my child and I will immediately leave the Park's premises and notify the Park's management of the condition I believe is unsafe. I agree that my child's participation and activities within the Park shall constitute my acknowledgment that I have inspected the Park's premises and found them reasonably suited for my child's purpose(s) in using the premises. I also understand that my child may be in close proximity to others who may be ill or carriers of some virus, bacteria or other disease (including, but not limited to COVID-19).

I am familiar with the activities that occur at the Park, and my child is physically and mentally able to participate in such activities. I understand that each of these activities presents risks to my child of damage, loss, injury, illness, and death, and with this knowledge, I expressly assume such risks on my child's behalf. I also understand that each of these activities presents risks of damage to or destruction of my child's property, and with this knowledge, I expressly assume such risks on my child's behalf.

I certify that I have adequate insurance to cover any injury or damage my child may cause or suffer while being present on the Park's premises, or else I agree to bear the costs of such injury or damage myself.

Release: I, on behalf of my child, hereby release and forever discharge Brick's LLC (doing business as Brick's Off Road Park) and its investors, officers, employees, contractor, subcontractors, volunteers, agents, promoters, and sponsors, and JSMRB Properties, LLC (hereinafter, collectively, the "Releasees") from any and all liability for acts or omissions-**including negligent acts or omissions by Releasees**-causing damage, loss, injury, illness, or death to me or my child while participating in activities at the Park, or while present on the Park's premises, or from my child's presence on the Park's premises.

Hold Harmless: I hereby agree to indemnify and hold the Releasees harmless from any and all liability or loss- **including liability for negligent acts or omissions by Releasees**- arising in conjunction with or resulting from my child's participation in activities at the Park or from my

child's presence on the Park's premises. This indemnity also includes all attorney's fees and expenses incurred by the Releasees in defending suits against them arising from my child's participation in activities at the Park or from my child's presence on the Park's premises.

Use of Likeness: I hereby authorize Brick's LLC (doing business as Brick's Off Road Park) and its assignees and licensees to use my child's likeness and that of my child's property in any manner, without remuneration. I expressly authorize the use of my child's likeness and that of my child's property by "Trucks' Gone Wild." I, on behalf of my child, hereby waive any and all claims or demand for remuneration for the aforementioned uses of my child's likeness or that of my child's property by the aforementioned entities.

DISCLOSURE OF PERSONAL INFORMATION: I hereby authorize Brick's LLC (doing business as Brick's Off Road Park) to share my child's name, phone number and other personal information to law enforcement personnel, government agencies (such as the Center of Disease Control) and medical professionals.

Enforceability: I intend this Release and Waiver of Liability and Hold Harmless Agreement to be enforced in accordance with the laws of the State of Missouri, and I intend this document to be as broad and inclusive as permitted by law. If any portion of this document is found to be invalid for any reason the remainder of the document shall continue to remain in full force and effect and shall continue to be binding.

I have carefully read the foregoing provisions, know their contents, and sign this form as my own free act.

Parent/Guardian Signature Date

Parent/ Guardian Printed Name Address Line 1

Child's Printed Name Phone Line 2

Email Address Phone Number