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IMPORTANT

INSTRUCTIONS FOR NEW FLORIDA PARENTAL CONSENT FORM FOR MINORS

The Florida legislature has adopted several statutes protecting motorsport event promoters from liability to minor participants who are injured if the minor's parent has signed an appropriate pre-event parental release form. The rules established by statute are very particular and require your attention to detail. The statutes differentiate between parental releases signed for a minor's participation in sanctioned motorsport events held at a closed course facility and those signed for a minor's participation in non-sanctioned motorsport events, or motorsport events held somewhere other than at a closed-course motorsport facility.

For minors participating in sanctioned motorsport events held at a closed-course facility, the parent's signature on the release form will be valid to the same extent that an adult participant's signature would be valid. For such sanctioned events at a closed-course facility, you should continue to use the older K&K form, form 1068, entitled "Parental Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement". This release will bar claims arising out of the alleged negligence of the event promoters.

However, for minors participating in a non-sanctioned motorsport event at a closed-course facility, and for minors participating in a motorsport event, whether or not sanctioned, which is conducted somewhere other than at a closed-course facility, you should use the new K&K form, form number 1895FL, entitled "Parental Consent, Release and Waiver of Liability for Injury, Including Death, of Minor Child from Inherent Risks of Participation in Motorsport Activities and Events." A parent's signature on this release will not extend to claims of negligence against the motorsport promoter, but will bar claims for injury to the minor arising out of the inherent risks of participation in motorsport events. To be valid, this form must contain the notice to the minor child's parent/natural guardian that is contained in form 1895FL.

With regard to the new form 1895FL, instruct your representatives (witnesses) on how to properly complete the ***Parental Consent, Release and Waiver of Liability for Injury, Including Death, of Minor Child From Inherent Risks of Participation in Motorsport Activities and Events.***

Further, your representatives (witnesses) should read the forms carefully so they can respond to questions about the Waiver from persons entering any restricted area in such a manner to make clear the intent of the form, i.e. "the signing of the Release and Waiver is a pre-condition to participating in the event, and the signer acknowledges the potential hazards present, and by signing, waives and releases their legal rights and the rights of the minor to sue for injuries." Your representative should give them the opportunity and time to read and understand this document before signing and entering the restricted area. ***DO NOT LET YOUR REPRESENTATIVE PASS OVER THESE INSTRUCTIONS LIGHTLY WITH INCORRECT INFORMATION:***

The ***Parental Consent, Release and Waiver of Liability for Injury, Including Death, of Minor Child From Inherent Risks of Participation in Motorsport Activities and Events***, form 1895FL, must be signed, dated and kept on file for the year the minor youth (age 17 & under) is either participating in an event, or entering any restricted areas. You should secure executed parental consent forms signed by each parent for the racing season prior to allowing minor to enter restricted areas.

To properly complete the parental consent form 1895FL:

1. The first line of page 1, under the title of the Parental Consent, must show the name & location of the track and must describe the events as "all events during the 20xx racing season".
2. Where the words "I have read this release" both parents should print, sign and date.
3. The witness for the track must also print and sign their own name and include the name and age of the minor participant.

Once again, it is very important that both parents have completed and signed the Parental Consent form 1895FL prior to the racing season before allowing the minor youth to enter a restricted area and participate at your track or event.

Providing K&K with a properly completed form when requested puts the company in a better position to defend you and protect your loss ratio.

- A. Keep all forms for the minimum period of time your state considers the statute of limitations.
- B. Be prepared to supply an original signed waiver of a claimant dated prior to an incident report.

PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY FOR INJURY, INCLUDING DEATH, OF MINOR CHILD FROM INHERENT RISKS OF PARTICIPATION IN MOTORSPORT ACTIVITIES AND EVENTS

DESCRIPTION AND LOCATION OF EVENT(S)

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the MOTORSPORT ACTIVITIES AND EVENT(S) ("the Events") 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), I agree:

1. The Minor and I know the nature of the EVENT(S) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s).
2. I consent to the Minor's participation in the Event(s) and/or entry into RESTRICTED AREA(S) and HEREBY ACCEPT AND ASSUME ALL INHERENT RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR LOSSES, COSTS AND/OR DAMAGES FROM THE MINOR'S INJURY, DISABILITY, PARALYSIS OR DEATH CAUSED OR ALLEGED TO BE CAUSED BY THE INHERENT RISK(S) OF PARTICIPATING IN THE MOTORSPORT EVENT.
3. As used in this Release, the term "INHERENT RISK" means those dangers or conditions, known and unknown, which are characteristic of, intrinsic to, or an integral part of the event(s) which are not eliminated even if the event promoter/provider acts with due care in a reasonably prudent manner. The term includes, but is not limited to: 1) the failure by the event promoter/provider to warn me or the minor of an inherent risk; and 2) the risk that the minor child or another participant in the event may act in a negligent or intentional manner and contribute to the injury or death of the minor. (The term "participant" does not include the activity promoter/provider or its owners, affiliates, employees, or agents).
4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the EVENT promoters, providers, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, 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, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein 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 TO THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED BY THE INHERENT RISKS OF PARTICIPATING IN THE MOTORSPORT EVENT(S).
5. I sign this agreement on my own behalf and on behalf of the Minor.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES AS IDENTIFIED IN PARAGRAPH 4. ABOVE USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES AS IDENTIFIED IN PARAGRAPH 4. ABOVE IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES IDENTIFIED IN PARAGRAPH 4. ABOVE HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE INHERENT RISKS OF PARTICIPATION IN MOTORSPORT ACTIVITIES AND SIGN IT VOLUNTARILY.

I HAVE READ THIS RELEASE

SIGNATURE OF PARENT OR GUARDIAN

PRINTED NAME OF PARENT OR GUARDIAN

DATE

I HAVE READ THIS RELEASE

SIGNATURE OF PARENT OR GUARDIAN

PRINTED NAME OF PARENT OR GUARDIAN

DATE

I HAVE READ THIS RELEASE

SIGNATURE OF WITNESS

PRINTED NAME OF WITNESS

NAME AND AGE OF MINOR PARTICIPANT