



WAIVER, CONSENT & RELEASE

(Must be signed by participant or parent/guardian)

WAIVER & RELEASE

I (name of participant(s)) _____ understand that my consent to these provisions is given in consideration for being permitted to participate in this Event. I further understand that I may be removed from this competition if I do not follow all the rules of this Event. I am a voluntary participant in this Event, and in good physical condition. I know that this Event is a potentially hazardous activity and I hereby voluntarily assume full and complete responsibility for, and the risk of, any injury or accident that may occur during my participation in this Event or while on the premises of this Event. I, for myself, my next of kin, my minor children, my heirs, administrators, and executors, hereby release and hold harmless and covenant not to file suit against Kick-It or any affiliated individuals, any Event sponsors and their agents and employees, and all other persons or entities associated with this Event, including without limitation, Jeff Gordon, Jeff Gordon, Inc., Jeff Gordon Children's Foundation and each of their respective officers, directors, employees, agents and assigns (Collectively, the "Releasees") for any injury or damages I might suffer in connection with my participation in this Event or while on the premises of this Event. This release applies to any and all loss, liability, or claims I may have arising out of my participation in this Event, including but not limited to, personal injury or damage suffered by me or others, whether such losses, liabilities or claims be caused by falls, contact with and/or actions of other participants, contact with fixed or non-fixed objects, contact with animals, conditions of the premises of the Event, negligence of the Releasees, risks not known to me or not reasonably foreseeable at this time, or otherwise.

This Waiver and Release of Claims (collectively, "The Release") governed pursuant to the laws of the State of North Carolina and any dispute arising under this Agreement shall be resolved in the state or federal courts in the State of North Carolina.

I understand that I have given up substantial rights by signing this Release, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

PARTICIPANT NAME

By: _____ Date: _____

Signed: _____

(By parent or guardian if minor child) **All entry forms must be signed.**

CONSENT & RELEASE

In consideration of good and valuable consideration, receipt of which is hereby acknowledged,

I (name of participant(s)) _____ (the "Participant"; alternatively referenced below as "I," "me" and/or "my"), hereby consent to the creation and use of photographs, film, video, and sound recordings ("Recordings"), and/or the use of my name, image, voice, and likeness ("Likenesses"; and collectively with Recordings, the "Materials") by Flashes of Hope, Jeff Gordon Children's Foundation, and its related companies, successors, licensees, agents and assigns (collectively "JGCF"). I agree that the JGCF shall own the Materials and all rights in and to Materials, and shall have the sole right to seek any available legal protection in the Materials. I agree that JGCF shall have the worldwide, irrevocable, perpetual and transferable right, in any form and/or media now known or hereafter devised, to use, display, alter, modify, edit or prepare derivative works using the Materials, in any lawful manner whatsoever (including without limitation, advertising, exploitation, or promotional activities).

I represent and warrant that I have the power to grant the rights stated herein. Furthermore, I hereby release, indemnify and hold harmless JGCF its representatives, subsidiaries, affiliates, licensees, contractors, assignees, advertising agencies, website operators and others directly or indirectly associated with JGCF from any and all complaints, claims and/or demands (including without limitation, claims relating to defamation, rights or privacy or publicity, confidentiality, trademark or copyright, and unjust enrichment), arising out of or in connection with the use of the Materials.

This Consent and Release shall be governed pursuant to the laws of the State of North Carolina and any dispute arising under this Agreement shall be resolved in the state or federal courts in the State of North Carolina.

I have read this Agreement and am fully aware of its contents. This Agreement shall be binding on me and my legal representatives, heirs, successors, and assigns.

PARTICIPANT NAME

By: _____ Date: _____

Signed: _____

(By parent or guardian if minor child) **All entry forms must be signed.**