

## PCA INSURANCE AND RISK MANAGEMENT

A review of the coverage, procedures and policies that protect the activities of PCA and its chartered regions

By Ken Laborde  
Insurance/Risk Management Chairman

As many of you are already aware, PCA has made some significant changes to its insurance program over the last year. Besides having new carriers for our event liability coverage and new procedures for securing event liability insurance, there have also been some significant substantive changes in our coverages. Additionally, I frequently receive calls and emails inquiring as to whether a particular manner of conducting a moving car event will void coverage for an event. And it seems that recently more and more regions want to conduct events that are not "traditional" PCA moving car events and this brings about questions as to coverage for such events. And, finally I often receive questions from concerned members and non-member volunteers, including region officers and board members, attempting to assess their own personal liability and exposure for directing regional PCA activities. I will attempt to address the above matters, concerns and issues in this article.

PCA now carries event liability insurance with limits of \$10,000,000 per event. The event liability policy is intended to protect PCA and its chartered regions, and their members, event officials, instructors, drivers, crews, sponsors, participants, as well as event site landowners/managers/lessors and event racing vehicle owners and sponsors, and event sponsors from bodily injury, property damage, personal injury or advertising claims arising out of a covered incident at a PCA moving car or non-moving car (meetings, picnics, concours, etc.) event. In order to obtain coverage for a moving car (club race, DE, autocross, rally, tour, etc.) event, the hosting region must electronically submit a properly completed Event Insurance Enrollment form to the PCA national office three weeks prior to the event (and in the case of a club race and DE pay the appropriate fee) and have received back (electronically) from the PCA national office a certificate of insurance prior to the event. In the case of a non-moving car event there is no requirement for notification to the PCA national office as coverage is automatically in effect. You should note that if a car is on a lift during a concours or tech session your event is considered a moving car event for which pre-notification is required.

In order for coverage to be in effect for a moving car event, the region must have in place an effective system for obtaining signatures on Release and Waiver forms from all adults and parents of minors entering the event premises. If the region does not have such a system in place, coverage for the event is excluded. The importance of having everyone present covered by the correct and current Release and Waiver cannot be stressed sufficiently. The procedures for selecting the correct minor waiver forms can be found in the Region Procedures Manual and on the PCA website. However, the forms should be obtained from the PCA national office or from the PCA

website and then copied in color as the red print on the forms is important in some states.

There are certain types of injury and damage that are not covered under the event liability coverage. The policy does not provide coverage for damage to automobiles participating in the events and does not provide coverage for the repair/replacement of structures damaged at the event location during the event. The policy does not provide coverage for "spectator events." PCA only holds non-spectator events. Everyone who enters the premises of a PCA moving car event should be a driver, invited guest of a driver, PCA member, premises official, volunteer worker, etc., and should have signed the appropriate Release and Waiver. This makes them participants and not spectators. You should never charge admission to the public to view a PCA event inasmuch as PCA does not have coverage for such events and losses that may arise during such events.

In addition to event liability insurance, PCA also provides Participant Accident coverage that is in effect at all moving car events. This coverage is higher at club race events than all other moving car events. This coverage provides injured participants with excess medical expense reimbursement, accidental death and dismemberment coverage and loss of income coverage. You should consult the PCA website or Region Procedures Manual for the specific coverage limits. However, please note that you must have signed a Release and Waiver form in order to be eligible for the Participant Accident coverage.

As stated in the introduction, I frequently receive inquiries as to whether a particular manner of conducting a moving car event will void coverage for the event. Such questions invariably bring me to a discussion of the difference between insurance and risk management. Insurance is designed to protect PCA and you from having to pay an award of damages against you when you are found to be at fault for causing injury to another, assuming that you have the right kind of insurance with adequate limits. However, it cannot keep you from being sued. So that is where risk management comes in. Risk management is taking all reasonable steps in conducting our affairs so as to minimize risk and thereby minimize our exposure to legal liability for injuries to others. In short, you need to have both: good risk management to limit exposure, and in the event that an accident occurs even though we have tried our best to act reasonably, the right insurance with adequate limits.

That having been said, it is important to note that there is no language in our policy dealing with issues such as: tops up or tops down during moving car events, clothing required during moving car events, passengers in vehicles during moving car events, proper restraints in vehicles involved in moving car events, or any other similarly related topics. While these are not topics covered under the heading of insurance, they are certainly topics to be discussed under the heading of risk management. Toward that end PCA has established numerous committees designed to help regions manage risk. These committees include the Safety Committee, Driver Education Committee, Club Race Chairman and his staff, and the list goes on. All of these committees and

individuals have as one of their primary functions the establishment of guidelines and procedures to be adopted and followed by the regions so that risk of injury and damage will be minimized. Regional boards should then be ensuring that the national standards are met and also determining whether higher standards are appropriate for that region. Only the region can make that determination.

Involved in the same discussion of risk management are the inquiries I receive from members and regional boards and officers concerning what I will refer to as “nontraditional” events. The inquiries most frequently involve hill climbs, off road events and karting. PCA’s national officers have determined, after weighing the risks, costs and benefits, that hosting such events is not in the best interest of PCA’s long-term objective as a sports car club. While it might technically be possible to obtain insurance for such events, albeit at a significant cost, and while such events may be popular with a small percentage of the club’s overall membership, past experience of other clubs has demonstrated that such events frequently result in significant losses. As we all know from our everyday experience, insurance premiums are directly related to loss experience. That is, the higher the losses, the higher the premiums, and premiums are already up approximately 30 percent just over the last year. This brings us full circle back to risk management. If we don't properly manage our risks and avoid losses, premiums go way up, PCA can no longer afford the premiums, and without adequate insurance coverage PCA would literally cease operations because no one would want to be personally exposed for such risks.

Next, let’s discuss the question often framed by concerned members and non-member volunteers, including region officers and board members, attempting to assess their own personal liability and exposure for directing regional PCA activities. The club has procured the right kinds of insurance for the club and ALL of its members, whether those members are serving as board members or officers (both national and regional) or instructors or in any other capacity. We are all insured for liability arising out of club functions. Of course, the region must do its part to obtain the certificate of insurance for its events and get the waivers properly executed to assure that coverage is in effect for a specific event. But as to decisions that a board member, officer, chief driving instructor, or other official make that are not related to a specific event, coverage exists without having to fill anything out or get any waivers signed.

Finally, if an incident occurs at a PCA event involving either property damage or personal injury, this should be reported as set forth in the Region Procedures Manual. The reporting should be immediate if the incident involves significant bodily injury to a driver or any bodily injury to a non-driver.

Remember, responsibility for maintaining PCA’s excellent history of safe and enjoyable events rests with each member of each region. Have fun and manage those risks.

**RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

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PCA EVENT NAME / LOCATION

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EVENT DATE(S)

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in any 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 to which admission by the general public is restricted or prohibited including but not limited to the competition area and any hot pit area), I, for myself and for my personal representatives, heirs, and next of kin:

1. Acknowledge, agree, and represent that I have or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS that I enter and I further agree and warrant that, if at any time, I am in or about RESTRICTED AREAS and I believe anything to be unsafe, I will immediately advise the officials of such and will leave the RESTRICTED AREA and/or refuse to participate further in the EVENTS. I acknowledge that I may not have the opportunity to inspect any RESTRICTED AREA prior to the event.
2. Hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE PCA or its zones or regions, the 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 in any RESTRICTED AREA, 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 ME, my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN MY DEATH ARISING OUT OF OR RELATED TO THE EVENTS, WHETHER CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES OR OTHERWISE.
3. Hereby 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 I may incur arising out of my presence or participation in the EVENTS, WHETHER CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES OR OTHERWISE.
4. Hereby ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENTS whether caused by the NEGLIGENCE OR FAULT OF RELEASEES or otherwise.
5. Hereby acknowledge that THE ACTIVITIES OF THE EVENTS ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. Hereby agree that this 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 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.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, 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 ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PRINT NAME	SIGN NAME HERE	PRINT NAME	SIGN NAME HERE
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Signature and Title of Witness

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Date

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Address of Witness

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

\_\_\_\_\_  
PCA EVENT NAME / LOCATION

\_\_\_\_\_  
EVENT DATE(S)

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in any 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 to 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 in Restricted Areas, Driving or Riding ("Agreement") and agree as follows:

1. THE MINOR AND PARENT(S) OR GUARDIAN(S) will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREA and warrant that their entry therein and/or the minor's participation in the EVENTS 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 that they will remove themselves from the RESTRICTED AREA and the minor will withdraw from participation in the EVENTS.
2. THE MINOR AND 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 in any RESTRICTED AREA, sponsors, advertisers, owners, lessors, and lessees of premises used to conduct 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, 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(S) OR GUARDIAN(S) 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 OR FAULT 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 the RESTRICTED AREA, or in any way while participating in the Events, 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 MINOR AND PARENT(S) OR GUARDIAN(S) ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, whether due to the negligence of Releasees or otherwise, while in or upon the RESTRICTED AREA for any purpose including competing, officiating, observing, working or participating in the Events.
5. The MINOR AND 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 participation in 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 in Restricted Areas, Driving or Riding 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 MINOR AND PARENT OR GUARDIAN 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.**

1. **I HAVE READ THIS RELEASE**

\_\_\_\_\_  
Parent or Guardian (Signature/Relationship)

\_\_\_\_\_  
Date

2. **I HAVE READ THIS RELEASE**

\_\_\_\_\_  
Parent or Guardian (Signature/Relationship)

\_\_\_\_\_  
Date

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. \_\_\_\_\_

Received by \_\_\_\_\_  
Witness' Signature                      Witness' Printed Name                      Address                      Date

**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

Printed Name of Participant/Minor: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Printed Name of Parent or Guardian: 1. \_\_\_\_\_

Printed Name of Parent or Guardian: 2. \_\_\_\_\_

Received by \_\_\_\_\_  
Witness' Signature                      Witness' Printed Name      Address                      Date



## 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 guardian (Athe Minor") being permitted to participate in any way in TOURING LAPS ONLY at the EVENT(S) 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. 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 qualified 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 officials and volunteers, promoters, 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, 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, officers, 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 \*RELEASEES 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

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SIGNATURE OF PARENT OR LEGAL GUARDIAN      PRINTED NAME OF PARENT OR LEGAL GUARDIAN      DATE