

RELEASE, WAIVER AND INDEMNITY AGREEMENT

Please read this Release, Waiver and Indemnity Agreement (“Agreement”) carefully. It limits your legal rights. This Agreement is entered into on _____, 20____, by and between Victory Auto Wreckers, Inc. (“Victory”), the adult whose name and signature appear below, and the minors whose names and signatures, along with his/her guardian’s signature appear on this document (collectively, the “Participants”).

IT IS HEREBY AGREED AS FOLLOWS:

SECTION I. WARNING. Participants acknowledge that accessing Victory’s scrap yard can be hazardous. Participants should take every precaution necessary to protect themselves. Such recommended precautions include but are not limited to, protective eyewear, gloves, hats, long pants, long-sleeved shirts, jackets and work boots.

SECTION II. ACCESS. Victory hereby grants Participants access to the Premises for purposes of searching for scrap parts (“Activity”). Victory cannot guarantee the safety of Participants at the premises while conducting the Activity. Participants agree that the risks they might assume include, but are not limited to, sharp objects, unsteady objects, foreign substances, slippery surfaces, falls, and uneven, rough, broken or cracked surfaces, negligent or unlawful conduct of the Participant and/or other individuals, collisions with natural or man-made objects or other individuals, adverse weather conditions, proximity to water and other accumulated foreign substances, and encounters with animals. These risks may be present inside the scrap yard and ingress and egress from the scrap yard. Participants also acknowledge that at times, given the items in the scrap yard, they might become distracted or may decide to deliberately encounter a known or obvious danger because a person in such a position sees advantages in doing so that outweigh the apparent risk. Collectively, these will be called the “Risks.” Participants assume full responsibility for the Risks while conducting the Activity and ingress and egress from the scrap yard.

SECTION III. RELEASE, HOLD HARMLESS AND INDEMNITY. In consideration of being permitted to access the Premises, which are hereby acknowledged to be inherently dangerous and risky Activities, each adult Participant, on his/her own behalf, on behalf of all minors whose names appear below and with respect to whom said adult Participant is the legal guardian (the “Minors”), and on behalf of his/her spouse, and the legal representatives, heirs, and assigns, of him/herself and of the Minors (each of the foregoing is a “Releasor”), does hereby release, waive, and discharge all claims which may arise against Victory, its officers, directors, managers, shareholders, employees, and agents and the successors, assigns, and heirs of each of the foregoing (each of the foregoing is a “Releasee”), in connection with the Activity, Risks and ingress and egress from the Premises (collectively, the “Released Claims”), and does hereby covenant not to sue the Releasees, for the Released Claims, whether arising out of the negligence of the Releasees or otherwise. Releasors agree to indemnify and hold harmless Releasees from any claim, liability, loss, damage, judgment or verdict (including but not limited to attorneys’ fees, court costs and litigation expenses) which Releasees, or any of them, may incur directly or indirectly in connection with Releasors’ participation in the Activity, Risks or Releasors’ assertion of a Released Claim, including, without limitation, any misrepresentations made in connection with gaining access to the Premises and/or participating

in the Activity and the execution of this Agreement, whether in an individual capacity, as guardian of a Minor, or otherwise. Releasors acknowledge and assume the Risks in the Activity, including the risk of serious bodily injury to self and others, death, and property damage, and assume full responsibility for these risks, whether due to the negligence of the Releasees, or otherwise. Releasors agree that this Agreement is governed by, and intended to be as broad and inclusive as permitted by, the laws of the State of Illinois (without reference to the principles of conflicts of law thereof) and that should any term of this Agreement be held invalid by a court of competent jurisdiction, the remaining provisions shall remain effective.

SECTION IV. REPRESENTATIONS AND SIGNATURES. Each Participant freely and voluntarily assumes the Risks in engaging in the Activity and ingress and egress from the Premises. Each Participant acknowledges that he/she has executed this Agreement in order to engage in the Activity. For each Participant who is a Minor, the adult Participant signing on his/her behalf represents and warrants to Victory that he/she is the legal guardian of that Minor and possesses full legal authority to release and waive claims, and to covenant not to sue, on that Minor's behalf. Each of the undersigned has read this Agreement in its entirety.

Guardian Name (Printed)

Guardian's Signature

Address

Minor's Date of Birth

City, State, Zip

Minor #2 Date of Birth

Minor's Name (Printed)

Guardian's Phone Number

Minor's Signature

Guardian's Email Address

Minor's #2's Name (Printed)

Minor #2's Signature