

PARENTAL CONSENT AND RELEASE (“Consent”)

The parent or legal guardian (collectively, the “Parent”), of a minor user (the “User”) of the iRacing.com Motorsport Simulations, LLC (“iRacing.com”) motorsport simulation experience (the “Sim”) hereby reaffirms the terms of the Terms of Use and End User License Agreement (the “EULA”) and the Privacy Policy (the “Privacy Policy”) on behalf of the Parent and User. The EULA is available at <https://www.iracing.com/terms-use-eula/>. The Privacy Policy is available at <https://www.iracing.com/privacy-policy/>. As used herein, the term “you” means, collectively, the User and such User’s Parent.

Without limiting anything in the EULA and the Privacy Policy, the terms and conditions of which you hereby reaffirm:

1. The Parent hereby consents to the User’s participation in the NASCAR Youth Series (the “Series”) that will be take place entirely on the Sim and acknowledges and agrees that the EULA shall apply in its entirety to the User’s use of the Sim in connection with the Series.
2. You hereby represent that, as of June 20, 2018, the User is at least 13 years of age and no more than 16 years of age.
3. You acknowledge that, in accordance with the terms of the Privacy Policy, you should provide only information of the Parent and not the User in connection with User’s use of the Sim.
4. Notwithstanding the foregoing or anything to the contrary in the EULA or the Privacy Policy: (a) if requested by iRacing.com, you hereby agree to provide reasonable proof of the age of the User, such as a copy of a birth certificate or passport; and (b) for this Series, you must use the User’s real name.
5. Notwithstanding the foregoing or anything to the contrary in the EULA or the Privacy Policy, you hereby acknowledge and consent that, if any User information is submitted or collected in connection with User’s use of the Sim (including through participation in this Series or through a requested account name change or otherwise), and including without limitation the User’s name, photograph, audio/visual recording, and other information described in the Privacy Policy, all such information may be used and processed by iRacing.com and its parent, subsidiaries, and affiliates, and its and their successors, assigns representatives and licensees (collectively, the “Promoters”) in accordance with the terms of the EULA and the Privacy Policy.
6. Without limitation of anything contained herein, you further hereby grant to the Promoters a non-exclusive, perpetual, royalty-free, worldwide, irrevocable, fully paid, sublicensable (through multiple tiers) and transferable right, license, and permission (but not the obligation), in all forms and media, whether now known or not currently known, to use, adapt, reproduce, distribute, edit, exhibit, publicly display, publicly perform, and publish photographs, videotaped images and recordings, illustrations, reproductions or otherwise, including without limitation all intellectual property rights therein and thereto, of User’s likeness, image or appearance, with or without User’s name or voice (collectively, the “User’s Likeness”) provided by you to any Promoter for any lawful purposes whatsoever, including without limitation for promotional purposes, now or at any time in the future.
7. Without limitation of anything contained herein, you hereby consent to disclosure to others involved with the Series, including NASCAR, of all information described herein, including the User’s Likeness, and to the receipt of communications directly from others involved in the Series, including NASCAR.

8. You hereby acknowledge, agree, and represent that: (i) this Consent does not conflict in any way with any existing commitments or other representations you have made; (ii) the use of the User's Likeness, including without limitation as described in this Consent, will not infringe the rights of any third party; (iii) your heirs, executors, administrators and assigns shall be bound by this Consent, which is irrevocable; (iv) you are providing this Consent voluntarily and of your own free will; (v) you have read completely the terms of this Consent and fully understand and accept them; (vi) you have the authority to grant all of the rights conveyed in this Consent; and (vii) you understand that no handwritten changes to this Consent will be effective. This Consent shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to its choice of law provisions. Any action or proceeding arising out of or related to this Consent shall be brought only in the state or federal courts in Boston, Massachusetts.

9. Without limitation of anything contained herein, you hereby expressly grant consent to the Promoters to: (i) process and disclose the User's and/or the Parent's information including the User's Likeness in accordance with the Privacy Policy and as permitted herein; (ii) transfer the User's and/or the Parent's information including the User's Likeness throughout the world, including to the United States or other countries that do not ensure adequate protection for personal information (as determined by the European Commission); and (iii) disclose the User's and/or the Parent's information including the User's Likeness to comply with lawful requests by public authorities, including to meet national security or law enforcement requirements.

THIS IS A RELEASE OF LEGAL RIGHTS. READ CAREFULLY BEFORE CLICKING ACCEPT.