Corporate Office:
17221 Von Karman Ave,
Irvine, CA 92614
(888) K1-KARTS

MINOR WAIVER OF LIABILITY

EXPRESS ASSUMPTION OF RISK, COMPLETE WAIVER AND AGREEMENT NOT TO SUE, AND INDEMNITY AGREEMENT

*** Required**

Date*

Participant's Full Name* | **Birth Date***

Street Address* | **Phone***

City, State, Postal Code* | **Email Address (optional)**

READ THIS CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS

MINOR WAIVER - EXPRESS ASSUMPTION OF RISK, COMPLETE WAIVER AND AGREEMENT NOT TO SUE, AND INDEMNITY AGREEMENT READ THIS CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS.
In return for the license to use the K1 Speed Inc. property, its facilities and services (the "facilities") of K1 Speed Inc. or any owned or affiliated facilities (as well as any other persons or entity related thereto) and/or its subsidiaries and affiliates ("OPERATOR"). The undersigned ("PARTICIPANT"), for themselves, their heirs, assigns and legal representatives, hereby expressly agrees to:
1. ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANTS USE OR PRESENCE UPON THE FACILITIES, Including, without limitation, the risks of death, bodily injury or property damage resulting from collision between his or her vehicle and another vehicle, a person, object or barrier; the kart driving or wedging under the barrier, going through the safety barrier, the barrier riding up the front of the kart due to additional impacts or acceleration, or because of the mechanics of the crash; the barrier landing on any part of the participant's person; contact between the barrier and the participant's upper or lower extremities; or any part of the participant's body; whether exposed inside or outside of the kart; skidding; overturning; sudden stops; braking or acceleration; fire; explosion; the unavailability of emergency medical care; or the negligent or deliberate acts of another person;
2. RELEASE OPERATOR, Franchisers and all its successors, assigns, subsidiaries, branches, operators, franchisees, affiliates, officers, directors, employees, and agents, landlords, and event sponsors from, and not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of PARTICIPANTS use of or presence upon the Facilities, including without limitation, those based on death, bodily injury, or property damage, whether or not caused by the negligence or other fault
of OPERATOR, including strict product liability or other liability without fault;
3. RELEASE OPERATOR, and other parties identified in paragraph 2 and owners of the facilities ("OWNERS") of any and all responsibility to him or her and agrees to indemnify and hold harmless OPERATOR and owners against any and all damages or injuries arising out of the use of the Facilities by any party, including other PARTICIPANTS, or by negligent acts of OPERATOR or by PARTICIPANT;
4. WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to the claims; material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the releases;
5. INDEMNIFY AND DEFEND OPERATOR, against and hold harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney fees, which in anyway arise from PARTICIPANTS use or presence upon the Facilities;
6. PAY for any and all damages to the Facilities caused by PARTICIPANT, negligently, willfully, accidentally or otherwise; and
7. AGREE that by participating in events or the utilization of facilities of OPERATOR, I acknowledge that I fully understand the significant inherent dangers of driving and/or racing vehicles offered to PARTICIPANT and I further acknowledge that I will read and comply with safety rules provided to me in writing for driving such vehicles (and if I do not understand any point or part of the safety rules, I will advise OPERATOR and request further assistance so that I may fully understand them before using the facilities). I agree that I will not participate in any events or utilize the facilities if I am under the influence of drugs or alcohol, if I am pregnant, or if there is any other physical condition that may impair my ability to understand instructions or to participate without creating risk to others or myself.

I HAVE READ THIS AGREEMENT. I UNDERSTAND THAT BY MAKING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS. I DO SO FREELY AND VOLUNTARILY. I FURTHER CERTIFY THAT I AM OF LAWFUL AGE, NOT PREGNANT, AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT; THAT I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL; THAT I HAVE SIGNED THIS AGREEMENT AS MY OWN FREE ACT AND IF I HAVE ANY DOUBTS CONCERNING THE CONTENTS
OF THIS AGREEMENT, I WILL CONSULT AN ATTORNEY BEFORE SIGNING IT.

BY SIGNING THIS AGREEMENT, I AGREE I HAVE READ THE ABOVE STATED, UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY THOSE TERMS WHICH SIGNIFICANTLY LIMIT MY LEGAL RIGHT TO SUE. I UNDERSTAND AND ACKNOWLEDGE THAT I AM WAIVING THE RISK OF INJURY RELATING TO THE ACTIVITY AT K1 SPEED AND AGREE THAT GO-KART RACING CAN RESULT IN INJURY OR DEATH AS A RESULT OF COLLISIONS AND CONTACT WITH PERSONS, KARTS, BARRIERS AND FIXED OBJECTS.

Guardian Signature* | **Date***

Participant Signature* | **Date***