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

K1 SPEED, INC. EXPRESS ADULT/MINOR LIABILITY WAIVER FORM - FLORIDA

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)**

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS CAREFULLY- IT AFFECTS YOUR LEGAL RIGHTS

ADULT WAIVER / 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 PARTICIPANT'S 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 negligence 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 even 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 PARTICIPANT'S 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 any 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 all claims; material or otherwise, which the person giving the release does not know or suspect to exist at the time or executing the release;
5. INDEMNIFY AND DEFEND OPERATOR, against and hold harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys fees, which in any way arise from PARTICIPANT'S 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 the events or utilization of the facilities of the 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 the 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.
8. K1 Speed, as OPERATOR, seeks advance the dignity, equality, and self-determination of people with disabilities, including minors and their parents. Persons with disabilities who are present upon the premises are included within the definition of PARTICIPANTS in this Agreement, and are such PARTICIPANTS are subject to the waiver of their same rights herein, including but not limited to the same claims, causes of action, damages, judgments, costs, or expenses, including attorney's fees, which in any way arise from PARTICIPANT'S use or presence upon the Facilities. This waiver includes any and all risks set forth in this written agreement and any and all claims, injuries or damages a PARTICIPANT may suffer using a specially modified go-kart or if the PARTICIPANT suffers an injury in relation to the use of the premises or any of the equipment thereon, or by virtue of any reasonable accommodations that have been extended to PARTICIPANT. OPERATOR does not assume any responsibility and does not waive its rights with respect to express liability or PARTICIPANT's voluntary assumption of the risk for offering PARTICIPANT's any specially modified equipment at the premises.

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.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN NATURAL GUARDIAN READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF K1 SPEED USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM K1 SPEED IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND K1 SPEED HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

K1 Speed may send you an email notification at the time your race account is created. This notice includes a welcome message and your race results. These emails are not part of K1 Speed's email newsletter subscription program you registered for at your time of initial registration. Note that if you receive any unwanted email notifications you may opt-out by unsubscribing by following the link below or notifying the front desk of the race center. You also may opt out of all K1 Speed's messages by following the opt-out procedure.
https://www.k1speed.com/privacy-policy.html

Guardian Signature* | **Date***

Participant Signature* | **Date***