



K1 Speed Bluffton
 71 Towne Dr.
 Bluffton SC, 29926
 (843) 815-KART

**K1 SPEED BLUFFTON
 EXPRESS MINOR LIABILITY
 WAIVER FORM**

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

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

In return for the license to use the K1 Speed Bluffton property, its facilities and services (the "Facilities") of K1 Speed Bluffton, 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:

1. TO 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 barrier, the barrier riding up the front of the kart due to additional impacts or acceleration, or the mechanics of the crash; the barrier landing on any part of the participant's person or 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. TO RELEASE OPERATOR, Franchisers and all successors, assigns, subsidiaries, branches, operators, franchisees, affiliates, officers, directors, employees, sellers, suppliers, manufacturers, agents, vendors, contractors, tenants, landlords, and 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. TO RELEASE OPERATOR, and other parties identified in paragraph 2 and owners of the facilities ("OWNERS") of any and all responsibility to PARTICIPANT 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 any PARTICIPANT'S negligent acts. This clause does not apply to damages or injuries arising as a direct result of OPERATOR or OWNER'S own negligence
4. TO INDEMNIFY AND DEFEND OPERATOR, against and hold harmless from any and all 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 but not including those that arise as a direct result of OPERATOR or OWNER'S own negligence.
5. TO PAY for any and all damages to the Facilities caused by PARTICIPANT, negligently, willfully, accidentally, or otherwise; and
6. 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.
7. K1 Speed Bluffton, 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.

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 BLUFFTON 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 BLUFFTON 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 BLUFFTON HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DONOT SIGN THIS FORM.

K1 Speed Bluffton 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 Bluffton'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*