

# SPEEDEZZ INDOOR KARTING

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

(PLEASE INITIAL EACH PARAGRAPH BELOW)

In return for the use today and on all future dates of the property, facilities and services of Speedeezz Indoor Karting and each of its subsidiaries and affiliated corporations, the undersigned (customer) for him/herself, their heirs, assigns and legal representatives, hereby expressly agrees to:

- 1) \_\_\_ Assume any and all risks involved in or arising from driver's/spectator's use of or presence upon the facilities, including without limitation, the risk of death, bodily injury or property damage resulting from collision between a vehicle with another vehicle, or a person or stationary object, skidding, overturning, sudden stops, braking or acceleration, fire or explosion, the unavailability of emergency medical care or the negligence or deliberate act of another person;
- 2) \_\_\_ Release Speedeezz Indoor Karting and all of its successors, assigns, subsidiaries, franchises, affiliate, officers, directions, employees and agents from, and AGREES NOT TO SUE them on account of or in the connection with any claims, causes or actions, injuries, damages, cost of expenses arising out of driver's/spectator's use of the 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 Speedeezz Indoor Karting including strict product liability;
- 3) \_\_\_ 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 extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release;
- 4) \_\_\_ Indemnify and defend Speedeezz Indoor Karting against, and hold it harmless from any and all claims, causes of action, damages, judgment, costs or expenses, including attorneys' fees, which in any way arise from driver's/spectator's use of the presence upon the facilities, including, without limitation, the negligence, if any of Speedeezz Indoor Karting (including its successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees and agents); and
- 5) \_\_\_ Pay for any and all damages to the facilities caused by driver/spectator negligently, willfully or otherwise.

I am aware that motor sport is a hazardous activity. I am voluntarily participating in these activities with knowledge of the danger involved, and hereby agree to accept any and all risk of injury or death, and verify this statement by placing my initials here: 6) \_\_\_

I have read and understand this agreement. I understand that by making this agreement I surrender valuable rights. I do so freely and voluntarily. I understand and agree that an electronic version of this waiver is as good as the original.

First / Last Name (print) \_\_\_\_\_

Children/ Minors (print) \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email (optional) \_\_\_\_\_

Signature of Driver \_\_\_\_\_ Date \_\_\_\_\_

Signature of Driver \_\_\_\_\_ Date \_\_\_\_\_

### **Consent of Parent / Guardian (complete if there are children on your waiver)**

Parent and/or Guardian of the driver/passenger/spectator, a minor, do hereby agree both on behalf of myself and said driver/passenger/spectator and his/her and my heirs assigns and legal representatives, to all of the above terms and conditions set forth in the above agreement. I have read and understand the above agreement.

Name (print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

