Slick Willy's Karts & Eats MINOR (Parental Consent) Waiver and Release, Express assumption of risk, complete waiver and agreement not to sue, and indemnity agreement

Date:_____ E-Mail:_____

Name of Minor Child:_____Birth Date:_____

Race Name:_____

Address:_____Zip Code:_____City:_____State:_____

Parent/Guardian:_____

Parent/Guardian Address:_____ZipCode:_____City:_____State:_____

READ THIS DOCUMENT CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS

PARTICIPANT CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to participate in any way in the following activities: go kart racing, entering and/or standing in the pit lane area and/or entering or standing in the racing area, I agree:

1. **I** understand that these go karts are high performance racing vehicles and that racing these vehicles, with or without other vehicles on the track at the same time, at high rates of speed, involves danger and risk. I know the nature of the activities listed above, and my, (or my minor child's), experience and capabilities, and believe that I, (or my minor child), am qualified to participate in these activities.

2. **I FULLY UNDERSTAND** that: (a) THE ACTIVITIES ARE VERY DANGEROUS and participation in these activities and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the activities, the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time.

3. **I** consent to participation in the activities and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.

4. **I HEARBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE** the participants, track owners, officials, drivers, rescue personnel, any other persons in the Restricted Area, promoters, advertisers, owners and lessees of premises used to conduct the activities, premises or event inspectors, surveyors, underwriters, consultants, and others persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or activities, their directors, officers, agents, and employees, all for the purpose herein referred to as "Releasees," FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME, including, but not limited to, death or damage of property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.

5. If, despite this release, I, or anyone acting on my behalf, makes a claim against any of the "Releasees" named above, I, OR THOSE ACTING ON MY BEHALF, AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELESEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

6. This agreement shall remain in full force and effect for all activities I engage in at any period of time. I HAVE READ THIS CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS THAT I WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

Participant:_____**Date:**_____

Signature of Parent/Guardian:_____**Date:**_____

NOTE: A separate PARENTAL CONSENT, EXPRESS ASSUMPTION OF RISK, WAIVER AND RELEASE, INDEMNITY AND COVENANT NOT TO SUE agreement is required for each minor racer.

NOTE: Before submitting this Agreement, please attach a photocopy of a valid and current Driver's License of the Parent or Guardian signing this Agreement.