

Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement.
Be sure to read all of the information on this waiver before you sign it. Ask questions if there is anything that you do not understand.

THE INTENT OF THIS DOCUMENT IS TO RELEASE ALL PERSONS AND ENTITIES PROVIDING EQUIPMENT, TRAINING, SERVICES, OTHER PARTICIPANTS, OR FACILITIES IN ANY WAY RELATED TO RACERS EDGE KARTING.

PLEASE NOTE THAT RACER'S EDGE HAS A DRESS CODE FOR SAFETY PURPOSES: ALL RACERS MUST WEAR CLOSED-TOE SHOES. NO HIGH HEELS ARE ALLOWED. DO NOT WEAR SCARVES OR OTHER LONG TYPES OF CLOTHING THAT CANNOT BE REMOVED PRIOR TO RACING. YOU MUST BE IN GOOD HEALTH IN ORDER TO RACE. LONG HAIR MUST BE TUCKED UNDER A SHIRT OR BLOUSE AND PREFERRABLY TIED OR CLIPPED.

IN CONSIDERATION of being permitted to race, drive, observe, or in any way participate in events at Racers Edge Karting, the UNDERSIGNED, for himself or herself, his or her spouse, legal representatives, personal representatives, family members, heirs, and assigns (referred to in this Release as the "Releaser" and/or "UNDERSIGNED"):

1. HEREBY RELEASES, WAIVES AND DISCHARGES Racers Edge Karting, its affiliates, sponsors, suppliers, advertisers, subscribers, agents, employees, officers, representatives, participants, members, successors or assigns, (collectively referred to in this Release as RELEASEES) of and from any and every claim, demands, liabilities, obligations, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any bodily injury or personal injuries, known or unknown, death or property damage, resulting or to result from participation in any activity or event at the Racers Edge Karting site, including any activities in connection either racing at the Racers Edge Karting, whether by NEGLIGENCE OR NOT, CAUSED BY PASSIVE OR ACTIVE NEGLIGENCE OF RACERS EDGE KARTING, HIDDEN, LATENT OR OBVIOUS DEFECTS AT THE FACILITIES OR IN THE EQUIPMENT USED, ACTS OF THIRD PARTIES (PARTICIPANTS INVOLVED IN THE RACING EVENT), OR OTHERWISE.

2. The UNDERSIGNED Releaser further releases all Racers Edge Karting officials, participants, and personnel from any claim whatsoever on account of first aid, treatment or services rendered during participation in racing at Racers Edge Karting. The UNDERSIGNED understands and agrees that racing at Racers Edge Karting involves and includes facilities and equipment and that RELEASEES are making no warranty of any kind, express or implied, concerning the facilities or equipment. Racing at Racers Edge Karting can be a dangerous sport and is subject to mishaps, injury or possibly even death and the UNDERSIGNED understands and agrees that approval for use of any facilities or equipment by Racers Edge Karting is not a warranty that the facilities or equipment is suitable for any purposes.

3. The UNDERSIGNED Releaser agrees to hold harmless and indemnify RELEASEES and participants from any loss, liability, damage or costs which Releaser may incur due to the presence and participation of the UNDERSIGNED in or upon Racers Edge Karting Site and/or racing at Racers Edge Karting, including, without limitation, damage to facilities, equipment, property or vehicles.

4. THE UNDERSIGNED COVENANTS AND AGREES THAT HE OR SHE WILL NOT SUE OR MAKE A CLAIM AGAINST THE RELEASEES OR PARTICIPANTS FOR DAMAGES OR OTHER LOSSES SUSTAINED AS A RESULT OF RELEASER'S PARTICIPATION IN RACING AT RACERS EDGE KARTING AND/OR RELEASER'S PRESENCE AT THE RACERS EDGE KARTING SITE. The UNDERSIGNED specifically acknowledges and agrees that if any suit or claim is pursued and/or filed, for any reason relating to Releaser's participation in racing at Racers Edge Karting, or presence at the Racers Edge Karting Site, the Releaser shall indemnify and bear all costs associated with RELEASEES' defense of any suit, claim or action, including reasonable attorney's fees and costs, whether suit is filed or not. As part of the consideration for being allowed to utilize the

facilities and participate in racing at Racers Edge Karting, the UNDERSIGNED promises not to sue any of the RELEASEES or participants for any cause of action whatsoever.

5. It is expressly understood and agreed that this RELEASE and WAIVER of LIABILITY, ASSUMPTION of RISK and INDEMNITY AGREEMENT is intended to be as broad as permissible under the laws of the State of California and if any portion is held invalid, all remaining portions hereof shall continue in full legal force and effect. It is further expressly agreed and understood that this RELEASE and WAIVER of LIABILITY, ASSUMPTION of RISK and INDEMNITY AGREEMENT shall in no way be deemed an admission of fault, negligence or liability of any type or nature on the part of RELEASEES.

6. By signing this RELEASE and WAIVER of LIABILITY, ASSUMPTION of RISK and INDEMNITY AGREEMENT, I am agreeing that I am aware of Racers Edge Kartings' **drug and/or alcohol zero tolerance** policy which states "being under the influence of drugs and/or alcohol while participating in any racing event will not be tolerated." I also confirm that I will not attempt to drive karts at the Racers Edge Racing under the influence that I am not under the influence of drugs and/or alcohol.

I, THE UNDERSIGNED, HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (pages 4 and 5), FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I, THE UNDERSIGNED, HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING, AND HAVE SIGNED THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FREELY, INTENTIONALLY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTENDED MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Personal Information

Name _____ Sex: M__F__ Date of Birth _____

Street _____

City _____ State _____ Zip _____

Home Phone _____ Work Phone _____ Fax _____

Email _____

License # _____ State _____ Expiration Date _____

Signed _____ Printed Name _____ Date _____

Emergency Contact

Name _____ Relationship _____

Address (if known) _____

Home Phone _____ Work Phone _____ Cell Phone _____