

Parental Consent, Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

THE INTENT OF THIS DOCUMENT IS FOR A PARENT ON BEHALF OF HIS/HER MINOR CHILD TO RELEASE ALL PERSONS AND ENTITIES PROVIDING EQUIPMENT, TRAINING, SERVICES, OTHER PARTICIPANTS, OR FACILITIES IN ANY WAY RELATED TO RACERS EDGE KARTING.

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.

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 my minor child (the "Minor") being permitted to race, drive, observe, or in any way participate in events at Racers Edge Karting, the UNDERSIGNED, on behalf of the Minor and 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 the Minor's 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. I, the UNDERSIGNED, know the nature of racing, the activities conducted at Racers Edge Karting and the Minor's experience and capabilities, and believe the Minor to be qualified to race and participate in events at Racers Edge Karting. I will inspect the equipment to be used or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RACERS EDGE KARTING SITE AND NOT ALLOW THE MINOR TO PARTICPATE FURTHER IN ANY RACING, ACTIVITIES OR EVENTS AT RACERS EDGE KARTING.

3. I FULLY UNDERSTAND and will instruct the Minor before allowing the Minor to participate in any activity, that: (a) Racing at Racers Edge Karting can be a dangerous sport and is subject to mishaps, injury, permanent disability, paralysis or possibly even death (referred to herein as the "Risks"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of other participants, the rules of racing at Racers Edge Karting, the condition or layout of the race track, or THE NEGLIGENCE OF THE RELEASEES; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from these Risks COULD BE SEVERE AND COULD PERMANTLY CHANGE THE MINOR'S FUTURE.

4. I consent to the Minor racing and/or otherwise participating at events at Racers Edge Karting 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.

5. The UNDERSIGNED Releaser further releases on behalf of the Minor all Racers Edge Karting officials, participants, and personnel from any claim whatsoever on account of first aid, treatment or services rendered to the Minor 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 for a Minor.

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

7. THE UNDERSIGNED COVENANTS AND AGREES THAT HE OR SHE WILL NOT ON BEHALF OF THE MINOR OR FOR ANYONE ELSE MAKE AND/OR FILE ANY CLAIM AGAINST THE RELEASEES OR PARTICIPANTS FOR DAMAGES OR OTHER LOSSES SUSTAINED AS A RESULT OF THE MINOR'S PARTICIPATION IN RACING AT RACERS EDGE KARTING AND/OR MINOR'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 in the name of the Minor, or in his or her name for an reason relating to Minor'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 in the name of the Minor or in any other name.

8. It is expressly understood and agreed that this PARENTAL CONSENT, 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 PARENTAL CONSENT, 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.

I, THE UNDERSIGNED, HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (Pages 1-2), FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I, THE UNDERSIGNED, ON BEHALF OF MY MINOR CHILD AND MYSELF HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING, AND HAVE SIGNED THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ON BEHALF OF MY MINOR CHILD AND MYSELF 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 of Minor _____ Sex: M ____ F ____

Date of Birth _____

Name of Legal Parent or Guardian _____

Relationship to Minor _____

Street _____

City _____ State _____ Zip _____

Home Ph _____ Work Ph _____ Cell Ph _____

Email _____

Signed _____ Date _____

Print Name _____