

# RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I have voluntarily elected to use and, if applicable, to allow the minor child(ren) identified below and referred to individually and collectively herein as "Child", to use the Speed Raceway, LLC facilities and equipment located at 200 Blair Mill Road, Suite 100, Horsham, PA (the "Speed Raceway Facility"). IN CONSIDERATION of being permitted to participate in karting, axe throwing, rock climbing, use said facilities and equipment, compete, officiate, observe, work, or participate in any other services and/or activities provided by NAME including being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself/herself, the Child, his/her personal representatives, heirs, and next of kin, represent, acknowledge and agree as follows:

## GENERAL RELEASE

Participant and Parent or Guardian acknowledge and agree that this Agreement covers and is INTENDED TO RELEASE and provide other benefits, legal protections, and consideration to Speed Raceway, LLC and the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, competition vehicle owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, sponsors, advertisers, owners and lessees of premises used to conduct the event(s) or activities, premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises, event(s) or activities, their directors, officers, agents and employees, owners and lessees of premises and all other persons or entities acting in any capacity on their respective or collective behalf (collectively, "RELEASEES").

Participant and Parent or Guardian believe the Participant is qualified to participate in Activities and if at any time the Participant, Parent or Guardian believe conditions to be unsafe, I or the Child will immediately discontinue further participation in the Activities. Participant and Parent or Guardian will continuously thereafter, inspect the ACTIVITY or RESTRICTED AREAS which I or the child enters, and he/she further agrees and warrants that, if at any time, I or the Child is in or about ACTIVITY or RESTRICTED AREAS and I or the Child feels anything to be unsafe, I or the child will leave the ACTIVITY or RESTRICTED AREAS and/or refuse to participate further.

Participant and Parent or Guardian hereby forever, RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE RELEASEES FROM ALL LIABILITY TO MYSELF OR MY CHILD, HIS PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN THE FOR ANY AND ALL BODILY INJURY, LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE MYSELF OR MY CHILD ARISING OUT OF OR RELATED TO THE EVENT(S), ACTIVITIES OR PREMISES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOU OR YOUR CHILD OR ANY PROPERTY DAMAGE.

## RELEASE OF POTENTIAL INJURIES

Participant and Parent or Guardian acknowledge and agree that karting, participation in any axe throwing activities, entering a RESTRICTED AREA and the use of equipment at the Speed Raceway Facility is inherently and obviously dangerous. These risks include SERIOUS PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, DEATH, HEAD INJURY, AMPUTATION, BROKEN BONES, LACERATIONS AND OTHER BODILY INJURY TO MYSELF, THE CHILD, AND/OR THIRD PARTIES, AND DAMAGE TO PERSONAL PROPERTY OF ANY OR ALL SUCH PERSONS. Participant and Parent or Guardian acknowledge that potential injuries could necessitate calling of emergency personnel and/or medical treatment and agree to be responsible for any such expense or cost. Participant and Parent or Guardian acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

## VOLUNTARY ASSUMPTION OF RISK

Participant and Parent or Guardian ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the ACTIVITIES whether caused by the NEGLIGENCE OF RELEASEES or otherwise. Participant and Parent or Guardian acknowledge and agree the ACTIVITY IS VERY DANGEROUS AND INVOLVES THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. Participant and Parent or Guardian acknowledge and agree that the actions or activities of other customers or the actions, inactions, negligence of the RELEASEES, Speed Raceway LLC, and Speed Raceway, LLC'S employees could cause me or the Child significant bodily injury (as described in this Agreement). I and/or the Child understand that such risks simply CANNOT BE ELIMINATED without jeopardizing the essential qualities of karting and other activities at the Speed Raceway Facility which I and/or the Child further agree is for recreational purposes and COMPLETELY VOLUNTARY.

