

**RELEASE AND WAIVER OF LIABILITY, INDEMNITY AGREEMENT,
AGREEMENT NOT TO SUE, ASSUMPTION OF RISK**

In consideration of and return for the use of and presence on the property, facilities, activities, and services at Wyoming Kart Racing, LLC, the undersigned customer/participant for him/herself, his/her heirs, assigns, and legal representatives, hereby expressly agrees to and acknowledges the following:

1. Assumption of Risk. I understand that driving a go-kart, riding in a go-kart, being a spectator at a go-kart track, and being present at the go-kart track facilities are dangerous activities and involve inherent risks and I knowingly am engaging in said activities. I assume the risk of all dangerous conditions in and about the property and waive any and all specific notice of the existence of such conditions. I assume any and all risks involved in and arising from the use or presence upon the facilities, including without limitation, the risk of death, bodily injury or property damage. I also assume all risk arising from the negligent or deliberate acts of another person. I acknowledge that there are inherent risks involved with the use of and presence on the facility. I understand and agree that this activity falls within the purview of the Wyoming Recreation Safety Act. Wyo. Stat. §1-1-121 *et seq.*

2. Release. I and on behalf of my representatives, assigns, heirs, and next of kin, release discharge, hold harmless, and fully and forever waive any and all claims, demands, causes of action against Wyoming Kart Racing, LLC, its officers, agents, or employees from any and all liabilities, damages, costs, and expenses arising out of my use of the facilities, including without limitation, those based on death, bodily injury (including without limitation dismemberment and total and permanent disability), property damage, whether or not caused by the negligence or other fault of Wyoming Kart Racing, LLC, including strict product liability.

3. Waiver. I waive all claims for damage or loss to my person and property that may be caused by any act, or failure to act, of Wyoming Kart Racing, LLC, its officers, agents, or employees. I waive the protection afforded by any statute or law in any jurisdiction of the State of Wyoming, whose purpose, substance and/or effect is to provide that a general release shall not 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. I agree to indemnify and defend Wyoming Kart Racing, LLC against, and hold it harmless from any and all claims, causes of action, demands, damages, judgment, costs, or expenses, including attorney's fees, which in any way arise from the customer/participant's use of or presence upon the facilities, including without limitation, the negligence, if any, of Wyoming Kart Racing, LLC its successors, assigns, subsidiaries, franchises, officers, directors, employees, and agents. Additionally, by signing below, the Parent or Legal Guardian of the customer/participant agrees to indemnify and defend Wyoming Kart Racing, LLC against any and all claims, causes of action, demands, damages, judgment, costs or expenses, including attorney's fees, due to bodily injury (including without limitation dismemberment and total and permanent disability) or death to customer/participant and/or any other customer/participant.

5. Payment for Damages. I agree to pay for any and all damages to the facilities caused by me, negligently, willfully, or otherwise.

6. Governing Law and Venue. This Agreement shall be governed by the laws of Wyoming. Any lawsuit arising under this Contract shall be brought in the appropriate Court in the Second Judicial District of Wyoming. If Wyoming Kart Racing, LLC must seek legal action to enforce this agreement or defend an action which involves this agreement, then Wyoming Kart Racing, LLC shall be entitled to attorney's fees and costs associated therewith.

7. Warrant and represent:

- a. That I am at least 16 years of age and possess a valid state driver's license;
- b. That I have not consumed alcohol or drugs which may affect my ability to drive a go-kart in a safe manner;
- c. That I have taken notice of and will obey all rules and regulations of the property;
- d. That I acknowledge that the activities of the facility are very dangerous and involve the risk of death, bodily injury, or property damage.
- e. That I have read and understand this agreement;
- f. I fully know and understand the rights I am waiving/surrendering;
- g. That I am waiving my rights voluntarily.

PLEASE PRINT CLEARLY

Email (if you'd like to receive notices) _____

First Name _____ Last Name _____

Street Address _____

City _____ State _____ Zip _____

Telephone Number _____ Date of Birth _____

Signature

Parent/Guardian Signature (if under 18)

Today's Date

Printed name of Parent/Guardian