

# EXPRESS ASSUMPTION OF RISK, COMPLETE WAIVER AND AGREEMENT NOT TO SUE AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to compete, officiate, work for, use the property, its facilities and/or services (the "FACILITIES"), and/or participate in any way in the RENTAL AND OPERATION OF A GO-KART AT UMIGO RACING, INC. ALSO DOING BUSINESS AS UMIGO INDOOR KART RACING, or being permitted to enter for any purpose any RESTRICTED AREA (defined any area requiring special authorization, credentials, or permission to enter any area to which admission by the general public is restricted or prohibited), THE UNDERSIGNED, for himself or herself, his personal representatives, heirs, and next of kin:

\_\_\_\_\_ (initial) 1) Acknowledges, agrees, and represents that he/she have and will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREA which he/she enters, and he/she further agrees and warrants that, if at any time, he/she is in or about the RESTRICTED AREAS and he/she feels anything to be unsafe, he/she will immediately advise the official of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the RENTAL AND OPERATION OF A GO-KART.

\_\_\_\_\_ (initial) 2) HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE: UMIGO RACING, INC., the track operators, the track owners, the corporate officers of UMIGO RACING, INC., the share owners of UMIGO RACING, INC., the employees of UMIGO RACING, INC., the owners and lessees of FACILITIES and premises used to conduct the RENTAL AND OPERATION OF A GO-KART, the officials, the vehicle owners, the drivers, the pit crews, the rescue personnel, any persons in any RESTRICTED AREA, the promoters, the participants, the racing associations, the sanctioning organizations, the sponsors, the advertisers, the manufacturers of the equipment utilized in the FACILITIES and in the RENTAL AND OPERATION OF A GO-KART, the premises inspectors, the event inspectors, the surveyors, the underwriters, the consultants, and others who give recommendations, directions, or engage in risk evaluation or loss control activities regarding the premises, FACILITIES or the RENTAL AND OPERATION OF A GO-KART and each of them, their directors, officers, agents and employees, or any subdivisions thereof, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE RENTAL AND OPERATION OF A GO-KART OR USE OF THE FACILITIES, WHETHER CAUSED BY NEGLIGENCE OR THE RELEASEES OR OTHERWISE.

\_\_\_\_\_ (initial) 3) HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur directly or indirectly arising from any action or other proceeding brought by or prosecuted for my benefit contrary to the release extended to all claims of every kind and nature what-so-ever whether known or unknown and expressly waive any benefits I may have under Sect. 1542 of California Civil Code relating to the release of unknown claims.

\_\_\_\_\_ (initial) 4) HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the RENTAL AND OPERATION OF A GO-KART, whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

\_\_\_\_\_ (initial) 5) HEREBY acknowledges that the ACTIVITY OF RENTING AND OPERATING A GO-KART IS

BY THE NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES. THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY THE WEARING OF EYEGASSES BY THE UNDERSIGNED.

\_\_\_\_\_(initial) 6) HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the RENTAL AND OPERATION OF A GO-KART is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in the full legal force and effect.

\_\_\_\_\_(initial) 7) Acknowledges and agrees to PAY for any and all damages to the facilities caused by the UNDERSIGNED, negligently, willfully, accidentally or otherwise; and

\_\_\_\_\_(initial) 8) HEREBY AGREES that participating in events or the utilization of FACILITIES of UMIGO RACING, INC., I acknowledge that I fully understand the significant inherent dangers of driving and/or racing the vehicles offered to the UNDERSIGNED and I further acknowledge that I will read and comply with the safety rules provided to me in writing for driving such vehicles (and if I do not understand any point or part of the safety rules, I will advise an official of UMIGO RACING, INC and request further assistance so that I may fully understand them before using the FACILITIES).

**I hereby represent and warrant to Umigo Racing, Inc. that each of the following are true:**

- 1) I have read this release and waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.
- 2) **I am at least 58 inches tall. I am not pregnant. I have not consumed alcohol or drugs which may affect my ability to rent and operate a go-kart in a safe manner.**
- 3) I do not suffer from ANY health conditions which may be aggravated by driving a go-kart including, but not limited to, heart conditions, high blood pressure, carbon monoxide allergies, back, neck, or other skeletal or muscular or joint problems.
- 4) I will wear a helmet and eye protection while operating a go-kart and while I am in or around the race track area.
- 5) I will attend the required driver's briefing meeting; obey all rules, regulations and instructions from Umigo Racing, Inc. personnel.
- 6) I will drive slowly until familiar with the track and equipment. I will not willfully crash my go kart or bump the other go-karts.
- 7) I understand that Umigo Racing, Inc. personnel have the right to cease the operation of the go-karts at any time and for any reason. Umigo Racing Inc. personnel can remove me from the FACILITIES at any time for any reason.

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Drivers Signature: \_\_\_\_\_

Minor Release (Required if under 18 years old)

IN THE EVENT THE UNDERSIGNED IS A MINOR, the parent or legal guardian of the minor must also sign this agreement and, by so signing, acknowledges and agrees to the terms of this agreement. In addition to this, the parent or legal guardian of the minor acknowledges and agrees to release and defend, indemnify and hold harmless Umigo Racing Inc, its officers, directors, employees, agents and legal representatives from any loss, liability, damage or costs they incur, or on any claim or lawsuit filed against them, on account of, arising out of or in connection with any and all injuries, losses, damages to the person or property, or resulting in the death of the minor, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of Umigo Racing, Inc., its officers, directors, employees, agents and legal representatives, while the minor is on the property, or is using the property, or the facilities or services thereon, or is participating in any way in any of the activities thereon.

Name of Parent or Guardian \_\_\_\_\_

Relationship \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_

Date \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_