

# American Indoor Karting

2736 North Mall Drive Virginia Beach, VA 23452  
Telephone: 757-486-3003 – Fax 757-486-3026

## **Racer's Waiver and Liability Release**

### PLEASE READ THIS DOCUMENT CAREFULLY – IT AFFECTS YOUR RIGHTS

The undersigned being over the age of 16 (“Driver”) has requested that American Indoor Karting (“AIK”) allow Driver to participate in certain racing activities at AIK’s indoor race facility located at 2736 North Mall Drive, Virginia Beach, VA (the “Facility”)(which term includes the race track, adjoining staging and viewing areas, locker rooms and all other areas in and outside the building, including the parking lot). The undersigned has been advised and understands that racing activities in which the Driver will participate and the areas in which the racing activities will occur can be dangerous and involve a number of risks including death or serious bodily injury. As an inducement of AIK to allow Driver to enter the Facility and participate in the racing activities, Driver, for himself or herself and his or her successors, heirs and legal representatives, does hereby expressly agree and acknowledge the following:

1. Driver hereby voluntarily assumes any and all risks involved or in any way related to Driver’s participation in racing or presence at, within or around the facility, including, but without limitation to, the risk of death, bodily injury or property damage resulting from collision between his vehicle and another vehicle, a person or a stationary object, skidding, overturning, sudden stops, braking, or accelerating, fire, explosion, entering and exiting the karts on pit lane, the unavailability of emergency medical care or the negligent or deliberate acts of other drivers or persons.
2. Driver releases and forever discharges AIK, its members, managers, employees and their respective agents, affiliates, successors, heirs and assigns, the owners of the facility, JLB Property Associates LLC, (the Landlord of the building), any JLB Property Associates LLC manager, owner, employees and their respective agents, affiliates, successors, heirs and assigns, and all persons directly or indirectly, having an interest therein (together, all of the foregoing being referred to as the “AIK Group”), from, and agrees not to sue them on account of or in connection with, any claims, causes of action, injuries, damages, costs or expenses arising out of the Driver’s use of or presence at, within or around the Facility, including, without limitation, those based on death, bodily injury, or property damage, whether or not caused by the negligence or other fault of any member of the AIK Group, including strict product liability without fault. **THE FOREGOING RELEASE IS INTENDED TO BE THE MAXIMUM AND BROADEST RELEASE PERMITTED BY LAW.**
3. Driver waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release does not extend to claims which the person giving the release does not know or suspect to exist at the time of executing the release.
4. Driver agrees to indemnify and hold the AIK Group harmless from and against any and all claims, causes of action, damages, judgments, costs or expenses, including attorney fees, which in any way arise from Driver’s conduct at the facility and any and all damages to the Facility, to any other driver or to any other person caused, directly or indirectly, by Driver, whether by inadvertence, negligence, willful misconduct or otherwise.

Driver Initials \_\_\_\_\_

5. Driver acknowledges and agrees that Driver has been advised of and understands the safety procedures and rules for participating in racing activities at the Facility; Driver agrees to strictly abide by all safety and other rules and expressly agrees not to participate in any events or utilize the Facility under the influence of alcohol and/or any drugs.
6. Driver agrees that in event of any accident which may require immediate medical/dental or any other emergency care, in which no next of kin can be notified in a reasonable amount of time through reasonable means, AIK is hereby authorized to take all necessary actions as it relates to immediate medical/dental or other care, transportation and emergency medical services as warranted in the course of care of the Driver. Driver agrees that Driver shall be responsible for all fees and expenses as they relate to this paragraph.
7. I acknowledge that inappropriate behavior such as swearing, fighting, aggressive actions toward facility staff or other patrons, reckless driving in the parking lot and any violation of facility rules can be grounds for my removal from the facility and the revocation of my membership permanently.

Admission entitles each participant to drive responsibly in accordance with the track rules. In signing the foregoing Liability Release, I acknowledge and represent that:

- A. I have read each section of the foregoing Liability Release and understand it, I have no medical, emotional or other condition that will impair my ability to understand instructions or participate in events without creating a risk to Driver or other participants.
- B. I am at least 58 inches tall
- C. I am not pregnant
- D. I have not consumed alcohol or drugs which will affect my ability to operate a kart safely and will not consume them while at or on any area of the facility to include the parking lot.
- E. I do not suffer from a heart condition, high blood pressure or other medical condition that is not under medical care and may affect my ability to operate a kart in a safe manner.
- F. I will stay seated at all times in the kart and keep all body parts within the confined space of the kart for the purposes of my safety and wear my helmet, neck brace and safety harness at all times.
- G. THIS RELEASE SHALL CONTINUE IN EFFECT EACH TIME I RENT AND OPERATE A KART AT AMERICAN INDOOR KARTING.

**The undersigned has read this waiver and release, understands that by making this waiver and release, surrenders valuable rights and does so freely and voluntarily. Driver understands that the terms herein are contractual and not a mere recital; has signed this waiver and release agreement as his or her own free act and that if driver has any doubts concerning its contents, driver will consult an attorney before signing it.**

Name* _____	Race Name* _____
Driver's License Number* _____	State* _____
Date of Birth* ___/___/___	E-Mail _____
Address* _____	City* _____ State* _____
Zip Code* _____	Telephone _____
Driver Signature* _____	Date* : ___/___/___
Parent/Guardian Signature* _____	Date* : ___/___/___

How did you hear about American Indoor Karting?

Newspaper Name _____	Internet _____
Radio Station _____	Other _____
Yellow Pages _____	

\* **Required Fields**