

# American Indoor Karting

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

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 legal guardian of the child being under the age of 16 (“the minor”) has requested that American Indoor Karting (“AIK”) allow “the minor” 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 minor 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 the minor to enter the Facility and participate in the racing activities, the minor/legal guardian, for himself or herself and his or her successors, heirs and legal representatives, does hereby expressly agree and acknowledge the following:

1. The minor/legal guardian hereby voluntarily assumes any and all risks involved or in any way related to the minor’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. The minor/legal guardian 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 minor’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. The minor/legal guardian 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. The minor/legal guardian 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 the minor’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 the minor, whether by inadvertence, negligence, willful misconduct or otherwise.

Legal Guardian’s Initials \_\_\_\_\_

5. The minor/legal guardian acknowledges and agrees that the minor has been advised of and understands the safety procedures and rules for participating in racing activities at the Facility. The minor 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. The minor/legal guardian 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 minor. The legal guardian agrees that the legal guardian shall be responsible for all fees and expenses as they relate to this paragraph.

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

- 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 the minor or other participants.
- B. That I am at least 8 years of age and 48 inches tall. Proof of age may be required of minors at the sole discretion of the manager.
- C. That 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.
- D. That 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.
- E. That 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, safety harness at all times.
- F. 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. The legal guardian and the minor 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 the minor/legal guardian has any doubts concerning its contents, the minor/legal guardian will consult an attorney before signing it.**

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

How did you hear about American Indoor Karting?

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

**\*REQUIRED FIELDS**