



RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to compete, officiate, work for, or participate in any way in the RENTAL AND OPERATION OF A GO-KART AT MIRAMAR SPEED CIRCUIT, or 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), THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

- 1. Acknowledges, agrees, and represents that he have or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREA which he enters, and he further agrees and warrants that, if at any time, he is in or about the RESTRICTED AREAS and he feels anything to be unsafe, he 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.
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the RENTAL AND OPERATION OF A GO-KART, 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 or the RENTAL AND OPERATION OF A GO-KART and each of them, their directors, officers, agents and employees, 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, WHETHER CAUSED BY NEGLIGENCE OR THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the RENTAL AND OPERATION OF A GO-KART WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
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.
5. HEREBY acknowledges that the ACTIVITY OF RENTING AND OPERATING A GO-KART IS VERY DANGEROUS and involves the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES. THE UNDERSIGNED also expressly acknowledges that those INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY THE WEARING OF EYEGLASSES BY THE RELEASEE.
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.

I hereby represent and warrant to Miramar Speed Circuit that each of the following is 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 48 inches tall, am not pregnant, and 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 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 meeting; obey all rules, regulations and instructions from Miramar Speed Circuit personnel.
6. I will drive slowly until familiar with the track and equipment. I will not willfully crash or bump.

Date

Birthday

Print Name

Address

Sign Name

City State Zip

E-mail

How did you hear about us? _____