

Waiver

Participant's name:

Participant's Date of Birth:

PARENTAL OR LEGAL GUARDIAN CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

DESCRIPTION AND LOCATION OF EVENT(S): ALL ACTIVITIES ASSOCIATED WITH KARTING AND/ OR KART RACING WITHIN 365 DAYS OF SIGNING THIS WAIVER AT 100 HIGGINSON AVENUE, LINCOLN, RI. THIS WAIVER IS VALID FOR ONE YEAR.

NOTICE: PLEASE READ THIS FORM CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. THERE ARE INHERENT RISKS OF INJURY WHILE PARTICIPATING IN THESE ACTIVITIES. PHYSICAL INJURY, PSYCHOLOGICAL INJURY, EMOTIONAL INJURY, PERMANENT DISABILITY, PARALYSIS AND/OR OR DEATH AND/OR PRORPERTY DAMAGE MAY RESULT FROM PARTICIPATION.

IN CONSIDERATION of my minor child ("the Minor") or legal ward being permitted to participate in any way in the EVENT(S) (defined as any activity associated with Karting and/or Kart Racing with WITHIN 365 DAYS OF SIGNING THIS WAIVER AT 100 HIGGINSON AVENUE, LINCOLN, RI. THIS WAIVER IS VALID FOR ONE YEAR.) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined as any area associated with karting, Kart Racing and any other area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree:

1. I know the nature of the EVENT(S) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s). I will inspect the premises, facilities, and equipment to be used, or with which the Minor may come in contact. The Minor is not under the influence of drugs or alcohol, and will not take drugs or alcohol prior to participating in the Event, is not pregnant, and has no other physical, psychological, or emotional condition that may impair the Minor's ability to understand instructions or to participate without creating risk to the Minor or others.
2. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
3. I FULLY UNDERSTAND that the ACTIVITIES OF THE EVENT ARE VERY DANGEROUS and INVOLVE RISKS AND DANGERS OF THE MINOR BEING PHYSICALLY INJURED, PSYCHOLOGICALLY INJURED, EMOTIONALLY INJURED, PERMANENTLY DISABLED, PARALYZED, AND/OR KILLED.
4. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involves RISKS AND DANGERS OF PHYSICAL INJURY, PSYCHOLOGICAL INJURY, EMOTIONAL INJURY, PERMANENT DISABILITY, PARALYSIS AND/OR DEATH AND/ OR PROPERTY DAMAGE ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, and/or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
5. I consent to the Minor's participation in the Event(s) and/or entry into restricted areas and HEREBY ACCEPT AND VOLUNTARILY ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS AND/OR DEATH AND/OR PROPERTY DAMAGE, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
6. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE R1 INDOOR KARTING, LLC, d/b/a/ R1 INDOOR KARTING, Prime Bowling + Billiards, GO! Indoor Playground, FUEL, FUEL Restaurant & Sports Bar, the operator of the FACILITIES, their respective agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf, or any 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, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations,



directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO ME, the minor, my and the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.

7. If, despite this release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the "Releasees" named above, I AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
8. I sign this agreement on my own behalf and on behalf of the Minor.

I HAVE READ THIS PARENTAL OR LEGAL GUARDIAN CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT, AND I HEREBY CERTIFY AS TRUTHFUL ALL OF MY REPRESENTATIONS HEREIN.

Parent or Legal Guardian details:

First name

Last name

Emergency Phone Number

02/25/2021

X _____



Signature Certificate

Document name: Waiver

Unique Document ID: 3FAE5DA0422F409FF30134AFAAFA4F5D845025B2



Timestamp

Audit

10/17/2018 10:57 AM EST

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