



WAIVER FORM

In consideration of renting and operating a go-kart at Naskart Inc, I hereby release Naskart Inc., its members, employees, landlord, successors or assigns, from any and all liability claims, demands, actions, and causes of action whatsoever, whether foreseen, arising out of or related in any way to my renting and operating a go-kart at Naskart Inc. that may result in injury, death or property damage or loss or other damages to me or my family, estate, heirs, or assigns, an further to save and hold harmless to Naskart Inc., its members, agents, employees, landlord, successors or assigns, from all liability whatsoever for personal injury, property damage or loss or wrongful death caused by its negligence. I understand that this activity is dangerous and may become more hazardous or dangerous during the time that I am on the premises of Naskart Inc., that the risk of injury from the operation of a go-kart is significant, including the potential for serious bodily injury, paralysis and death; that I am aware of all the risks and hazards inherent with my operating a go-kart at Naskart Inc. and hereby voluntarily assume all risk of loss, damage and injury, including death, that may be sustained by me or any property of mine while at Naskart Inc.

This release shall be binding upon my family, estate, heirs, or assigns. This release shall continue in effect each time I rent and operate a go-kart at Naskart Inc. Naskart Inc. may utilize photographic, video or other images of myself for subsequent advertising and promotion purposes without any fee or consideration to myself.

In signing the foregoing Liability Release, I acknowledge and represent that:

- A. I have read the foregoing Liability Release, understand it, and sign it voluntarily;
- B. I am at least 48 inches tall if operating a Junior Kart or 56 inches tall if operating an Adult Kart;
- C. I am not pregnant;
- D. I have not consumed alcohol or drugs, which may affect my ability to drive a go-kart in a safe manner;
- E. I do not suffer from a heart condition, high blood pressure or other medical condition which may be aggravated by my operating a go-kart;
- F. I will wear a helmet while operating a go-kart or otherwise while in or around the racetrack;
- G. That I will stay seated in the go-kart with the safety belt fastened until instructed by a track official to remove the safety belt and get out of the go-kart;
- H. I will obey all the rules and regulations of Naskart Inc.;
- I. I will closely observe and follow the instructions of all facility personnel;
- J. This agreement is continuing and shall remain in effect every time I use this facility.
- K. If I am under 18 without a driver's license I must have my parent or legal guardian sign this form.
- L. I must view the safety Briefing Video prior to racing;
- M. I cannot wear open toed shoes, sandals, heels or loose clothing;
- M. I must tie back and tuck my hair down the back of my shirt or race suit prior to racing.
- O. I understand that it is my responsibility to abide by all of these rules and regulations upon every visit to Naskart Inc.

I HAVE READ THIS AGREEMENT. I UNDERSTAND THAT BY MAKING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS. I DO SO FREELY AND VOLUNTARILY. I FURTHER CERTIFY THAT I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT; THAT I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL; THAT I HAVE SIGNED THIS AGREEMENT AS MY OWN FREE ACT AND IF I HAVE ANY DOUBT CONCERNING THE CONTENTS OF THIS AGREEMENT, I WILL CONSULT AN ATTORNEY BEFORE SIGNING IT.

Today's Date: _____

Telephone #: _____

Participant's First Name: _____

Participant's Last Name: _____

E-mail Address for Mailing List: _____

Birthdate: _____

Racing Name: _____

Driver's License #: _____

Signature

Parent/Guardian Signature (if under 18)