

Joes Karting Minor Waiver of Liability, Assumption of Risks, Release & Indemnity Agreement

THIS AGREEMENT MUST BE CAREFULLY READ BEFORE SIGNING. This is a binding legal document. The purpose of this agreement to exempt, waive and relieve Releasees, defined below, from liability for personal injury, property damage, wrongful death or other claims that may result from my being a Participant in the sport and activities of indoor karting, an indoor head-to-head competition.

IN CONSIDERATION OF being permitted to participate in any way in the sport or activities of indoor karting at this Joes Karting venue, and having voluntarily elected to participate, I as Participant covenant and agree:

1.1. RULES, TERMS AND CONDITIONS OF PARTICIPATION. I have read and understand the Rules, Terms and Conditions of Participation (and have explained them to my minor Participant, if applicable) and will comply with them at all times. Management, in its sole discretion, may terminate my participation at any time if I fail to abide by the Rules, Terms and Conditions of Participation. Management also reserves the right to modify or cancel indoor karting activities due to unfavorable weather conditions or technical difficulties.

1.2. APPRECIATION OF RISK. I comprehend and appreciate that there are foreseeable, unforeseeable and inherent dangers and risks of harm involved in the sport and activities of indoor karting. I acknowledge that the activities are physically and mentally intense. I know and understand that the risk of injury from the activities is significant, including the potential for partial or total disability, paralysis and death, and while personal discipline can minimize this risk, the risk of serious injury does exist. I acknowledge there is risk that my personal property, including clothing, jewelry, equipment and the like, can be lost, damaged or destroyed. I recognize that these risks and dangers include, but are not limited to, those arising from participating with bigger, faster and stronger participants. I acknowledge that these risks may arise from the conditions and use of the Joes Karting venue and related premises, including slipping, colliding with walls or other karts, or any other substance. I understand that these risks and dangers may be caused by my negligence or the negligence of others, including the Releasees. I acknowledge and understand that included within the scope of this waiver and release is any claim or cause of action arising from the performance, or failure to perform, of any maintenance, inspection, supervision or control of said premises and for the failure to warn of dangerous conditions existing at said premises, for failure to maintain or inspect equipment supplied to me, for negligent selection or retention of certain Releasees, or negligent supervision or instruction by Releasees. I understand and agree that all of the risks and others, are included within the waiver and release described herein. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN.

1.3. RELEASE & DISCHARGE. I HEREBY RELEASE, DISCHARGE AND HOLD HARMLESS the Releasees from and against any and all claims, liability and/or causes of actions I may have or that may be made on my behalf or by my spouse, children, heirs and legal representatives, for death, wrongful death, personal injury (whether physical, emotional and/or psychiatric or any combination thereof), loss of consortium, property damage and/or breach of contract or any other damage, occasioned by, arising out of or incidental to my participation in the activities of Joes Karting, LLC, WHETHER OR NOT RESULTING FROM OR CAUSED BY NEGLIGENCE by, of and/or on the part of Releasees.

1.4. INDEMNITY. I shall defend, indemnify and save and hold harmless Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my participation and to reimburse them for any such expenses incurred. I agree that the Agreement may be pleaded as a bar to any action, suit or proceedings taken at any time against any Releasee by me.

1.5. SEVERABILITY. I further expressly agrees that the foregoing waiver, assumption of risks, release and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Iowa and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

1.6. BINDING ON SUCCESSORS. This agreement binds the heirs, administrators, executors, personal representatives, dependents (if any) and successors of the Participant and endures for the benefit of Joes Karting LLC and its successors and assigns.

1.7. TALENT RELEASE & CONSENT. I hereby consent and grant the Releasees permission to use my likeness in a photograph, video, voice recording or other digital media ("Media") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all Media will become the property of the Releasees and will not be returned. I hereby irrevocably authorize the Releasees to edit, alter, copy, exhibit, publish, or distribute these Media for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the Media.

1.8. DEFINITIONS. Releasees are Joes Karting, LLC, its principals, directors, officers and employees, and all of its agents, representatives, affiliates, suppliers, or distributors. Participant is the individual who is engaged in the sport and activities of indoor karting identified by NAME, ADDRESS, and TELEPHONE as submitted at the beginning of this form.

1.9. I warrant that I am the parent or legal guardian of the child, and I represent and warrant that I have the full, complete and unrestricted legal right, power and authority to sign this Agreement on behalf of the child. I sign this agreement on my own behalf and on behalf of my minor child, and it shall be binding as to my child, whether signed by one or more parents or guardians.

1.10. SIGNATURES I HAVE READ AND DO VOLUNTARILY SIGN THE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISKS, RELEASE AND INDEMNITY AGREEMENT, and further state and agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

NAME OF MINOR CHILD (PRINT)

DATE OF BIRTH (MINOR): _____

NAME OF PARENT OR GUARDIAN (PRINT)

RELATIONSHIP: _____

SIGNATURE OF PARENT OR GUARDIAN

DATED: _____