

READ THIS CAREFULLY - IT AFFECTS YOUR RIGHTS

Express Assumption of Risk, Complete Waiver, Agreement Not to Sue and Indemnity Agreement

(Please Initial each paragraph below)

In return for the use today and on all future dates of the property, facilities and services of FastKart Indoor Speedway and each of its subsidiaries and affiliated corporations, ("FastKart Indoor Speedway") the undersigned (customer) for him/herself, their heirs, assigns and legal representatives, hereby expressly agrees to:

1.) **Assume Any and All Risks Involved in or Arising From Driver's/Spectator's use of or Presence Upon the Facilities,** Including, without limitation, the risk of death, bodily injury or property damage resulting from collision between a vehicle with another vehicle, or a person or stationary object, skidding, overturning, sudden stops, braking or acceleration, fire or explosion, the unavailability of emergency medical care or the negligence or deliberate act of another person;

2.) **Release** FastKart Indoor Speedway and all of its successors, assigns, subsidiaries, franchises, affiliate, officers, directors, employees and agents from, and **AGREES NOT TO SUE** them on account of or in the connection with any claims, causes or actions, injuries, damages, cost of expenses arising out of Driver's/Spectator's use of the presence upon the Facilities, including, without limitation, those based on death, bodily injury or property damage, whether or not caused by the negligence or other fault of FastKart Indoor Speedway, including strict product liability;

3.) **Waive** The protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release;

4.) **Indemnify And Defend** FastKart Indoor Speedway against, and hold it harmless from any and all claims, causes of action, damages, judgment, costs or expenses, including attorneys' fees, which in any way arise from Driver's/Spectator's use of the presence upon the Facilities, including, without limitation, the negligence, if any, of FastKart Indoor Speedway (including its successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees and agents); and

5.) **Pay** For any and all damages to the Facilities caused by Driver/Spectator negligently, willfully or otherwise.



1224 E Front Ave, Spokane, WA 99202 509-568-1065
2840 S Wadman Dr, Ogden, UT 84401 801-547-9199
3969 S 500 W Salt Lake City, UT 84123 801-261-3668

I am aware that motor sport is a hazardous activity. I am voluntarily participating in these activities with knowledge of the danger involved, and hereby agree to accept any and all risk of injury or death, and verify this statement by placing my **initials** here: _____

I have read and understand this agreement. I understand that by making this agreement I surrender valuable rights. I do so freely and voluntarily. I understand and agree that an electronic version of this waiver is as good as the original.

PLEASE PRINT CLEARLY

Racing Name

First Name

Last Name

Street Address

Apartment #

City

State

Zip Code

() _____
Telephone Number

Email Address (for coupons and special offers)

Drivers License Number(if 16 or 17 yrs of age)

State

Date of Birth

Signature of Driver

Date

Consent of Parent or Guardian

Parent and/ or Guardian of the Driver/ Passenger/ Spectator, a minor do hereby agree both on behalf of myself and said Driver/ Passenger/ Spectator and his / her and my heirs assigns and legal representatives, to all of the above terms and conditions set forth in the above agreement. I have read and understand the above agreement.

Print Name

Signature

Relationship