

## **ACKNOWLEDGEMENT OF RISK, WAIVER OF LIABILITY, RELEASE**

In consideration of my ability to participate in gas powered go karting and any and all associated activities and events operated and hosted by APEX GO KARTING LLC (hereinafter collectively "Apex") including, without limitation, driving, riding, racing, training, learning, practicing, competing, maintaining vehicles, observing, recreation of every type and description, and/or for any other purpose (here in after collectively "Events") and in consideration of my ability to enter into or upon the premises, locations, and facilities where said events are or will be taking place, I, for myself, my representatives, agent, assigns, successors, heirs, and next of kin (hereinafter collectively "Undersigned") hereby agree and represent as follows:

The undersigned here by releases Apex karting and its owners, employees, contractors, permittees, agents, representatives, assignees, successors, heirs, volunteers and other entities working for or with Apex, as well as its landlord of the property on which Apex is operating and its owners, employees, contractors, permittees, agents, representatives, assignees, successors, heirs, volunteers and other entities working for or with it (hereinafter collectively "Landlord") from any and all liability, loss, damages, costs, claims and/or causes of action, including but not limited to injury to the person or property and emotional and bodily injuries, including permanent disability or death, including without limitation any and all liability cost or occasioned by the sole or partial fault or negligence of Apex or Landlord, arising in any way from or related to the undersigned's presence on, in, or about the premises where said events are or will be taking place, and the undersigned's use of Apex and/or Landlord's premises, facilities, equipment, and machinery.

The undersigned acknowledges that he/she will be participating in activities, including but not limited to, go karting and motor sports activities, which involve the risk of injury to person or property, including death. With full knowledge of the risks involved, the undersigned here by expressly assumes and excepts any and all risks of injury, death, damage, or loss that may occur as a result of his/her participation in Apex activities or programs and/or do use of Apex and Landlord's premises, facilities, equipment, and/or machinery. The undersigned here by releases and holds Apex and Landlord harmless from liability for any such injury or damage, including any injury or damage that may result from Apex and or Landlord negligence that may occur as a result of any emergency care provided, if any. The undersigned also here by agrees to indemnify, save, and hold harmless Apex and Landlord from any liability, loss, damages, costs, claims and/or causes of action that may incur (including attorney's fees and court costs), arising out of or related to the undersigned's participation in the events or in any way related to the undersigned's Presence in or upon the premises where the events are or will be taking place, including without limitation that caused by the negligence of Apex and/or landlord and that occurred as a result of emergency care provided. The undersigned also agrees to pay Apex for any and all damages to the premises, facilities, equipment, and/or machinery caused by the undersigned, as well as any damages sustained to a third party.

The undersigned or the minor and parent or guardian will immediately inspect the restricted area upon entering it and warrants that their entry and/or the minors event participation constitutes an acknowledgment that all parties have inspected the restricted area and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at any time in the restricted area they believe something is unsafe, it will be brought to the attention of an Apex official, and they will remove themselves from the restricted area and the minor will withdraw from participation in the event.

The undersigned acknowledges that he/she will not participate in any events or utilize the premises, facilities, equipment, or machinery if under the influence of alcohol or drugs including marijuana, or have a physical condition that would impair his/her ability to understand and follow directions and participate without creating risk to others or him/herself. It is the undersigned's responsibility to consult with a doctor prior to participation and to participate only in those activities for which he/she has been cleared by his/her personal doctor, and possesses the required skills, qualifications, training and physical conditioning. Operator and parent or guardian acknowledges that they are physically fit to operate a gas powered go kart

Apex reserves the right to deny participation to any person for any reason, including, but not limited to, failure to complete and sign this Acknowledgement of Risk, Waiver of Liability, and Release form, failure to follow Apex rules and regulations, failure to follow Apex and/or landlord written or oral instructions/commands, display of actions or attitude that Apex deems to be detrimental to its business and/or other patrons, possession of band or illegal substances, and engaging in unsafe or erratic behaviors/actions. In such an instance, Apex reserves the right to require that any person leave the premises immediately and without refund of any fees paid.

In the event of an emergency requiring medical care, the undersigned authorizes Apex to use its best efforts to obtain whatever medical treatment if necessary (Apex will contact emergency medical personnel if deemed appropriate under the circumstances), and consents to receive such medical treatment, if any. The undersigned acknowledges that Apex and/or landlord shall have no responsibility to pay for medical treatment and related costs in any event.

The undersigned agrees that this Acknowledgment of Risk, Waiver of Liability, and Release is intended to be and shall be constructed as broadly and inclusively as is permitted by the law of the State of Connecticut, and that it is fully serviceable, such that if any portion is held to be invalid, the undersigned agrees that the Balance shall nonetheless continue in full force and effect. The undersigned also agrees that no oral or written representations can or will alter the contents of this document.

By signing this Acknowledgment of Risk, Waiver of Liability, and Release, The undersigned certifies:

**I HAVE READ AND UNDERSTAND THE CONTENT OF THIS ACKNOWLEDGEMENT OF RISK, WAIVER OF LIABILITY, AND RELEASE. I AM AWARE THAT BY EXECUTING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS THAT I, MY CHILD, OR OUR HEIRS, NEXT OF KIN, AGENT, ASSIGN, EXECUTORS OR ADMINISTRATORS MAY HAVE HAD AGAINST APEX AND LANDLORD. I AM AT LEAST 18 YEARS OF AGE, POSSESS A VALID STATE DRIVER'S LICENSE, AND SIGN FREELY AND VOLUNTARILY. THIS RELEASE SHALL CONTINUE IN FORCE DURING THIS VISIT AND ALL FUTURE VISITS WITHIN A YEAR, UNLESS AND UNTIL REVOKED IN WRITING BY THE UNDERSIGNED.**

NAME: ( PRINT):

DATE OF BIRTH:

SIGNATURE:

**PARENT/GUARDIAN CONSENT(for drivers under the age of 18).**

NAME OF MINOR (Print)

DATE OF BIRTH:

PARENT/GUARDIAN NAME (Print)

SIGNATURE: