



HIGH PERFORMANCE GO KARTS

THE KARTING EXPERIENCE

THE "KARTING EXPERIENCE" WILL GIVE SCOUTS THE OPPORTUNITY TO GET BEHIND THE WHEEL OF THEIR VERY OWN HIGH PERFORMANCE GO KART AS THEY RACE TOWARDS THE CHECKERED FLAG.

AT THE START OF THE KARTING EXPERIENCE, PARTICIPANTS WILL RECEIVE BRIEF INSTRUCTIONS BEFORE COMPETING IN A HIGH-ACTION REAL RACING ENVIRONMENT.



ALL PARTICIPANTS
MUST BE

14

YEARS OF AGE OR OLDER

ALL PARTICIPANTS
MUST COMPLETE
THE ATTACHED
WAIVER



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Description and Location of Scheduled Event

Date Release Signed

KNOW YOUR LIMITATIONS WARNING: PERSONS WITH HEALTH RELATED CONDITIONS SUCH AS HEART PROBLEMS, NECK OR BACK PROBLEMS, PREGNANCY, BROKEN BONES, RECENT SURGERY OR ILLNESS, BALANCE DISORDERS, EPILEPSY OR OTHER SIMILAR CONDITIONS ACKNOWLEDGE PARTICIPATION IN THE EVENT AT THEIR OWN RISK.

IN CONSIDERATION of being permitted to participate in any way in the Richard Petty High Performance Karting (HPK) event (the EVENT) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself, his representatives, heirs, and next of kin:

1. Understands and acknowledges that driving a High Performance Kart (HPK) is a hazardous activity due to, among other dangers, the speed, barriers and presence of other karts and drivers on the course.
2. Acknowledges, agrees, and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters, and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
3. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Richard Petty Driving Experience, Inc; and their directors, officers, agents, employees and/or representatives, the promoters, participants track operators, track owners, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others 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 and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the UNDERSIGNED'S INJURY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
5. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
6. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE POTENTIALLY HAZARDOUS and involve the risk of SERIOUS PERMANENT BODILY INJURY OR DEATH and/or PROPERTY DAMAGE, EVEN IF THE UNDERSIGNED DOES EVERYTHING HE/SHE IS INSTRUCTED TO DO BY RELEASEES OR OTHERWISE TO THE BEST OF HIS/HER ABILITY. THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OF THE RELEASEES.
7. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
8. HEREBY agrees that THE UNDERSIGNED is in good physical and mental health and is able to withstand the physical and mental stresses inherent in the activities contemplated by this Agreement and the Event. THE UNDERSIGNED is unaware of any health related problem that may affect THE UNDERSIGNED'S ability to participate in the activities contemplated by this Agreement. THE UNDERSIGNED agrees to inform RELEASEES promptly of any health condition that may arise during the course of the Event.
9. HEREBY agrees not to participate in any activity with respect to the Event unless THE UNDERSIGNED has no reservations about his/her ability and intention to do so in a safe manner.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

ALL SECTIONS MUST BE COMPLETED.

I HAVE READ THIS RELEASE

Name _____

Signature _____

Address _____

City _____ State _____ Zip _____

Email _____