



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

The Pit Indoor Kart Racing
346 East Plaza Dr. Mooresville, NC 28117

Pit Entertainment, LLC
(704) 799-3470

FOR ACTIVE ATTRACTIONS / SPORTS / RECREATION

Includes but is not Limited to: Go Karts, Laser Tag, Climbing Walls, Batting Cages, Teambuilding Activities, Arcade Games, Billiards & Other Table Games, Dodge ball, Etc.

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the attractions, activities, and event(s), THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he have or will immediately upon entering any attraction, activity, or event(s), and will continuously thereafter, Inspect the attractions, activities, and event(s) which he enters, and he further agrees and warrants that, if at any time, he is in or about the attractions, activities, and event(s) and he feels anything to be unsafe, he will immediately advise the official of such and if necessary will leave the attractions, activities, and event(s) and/or refuse to participate further in the attractions, activities, and event(s).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, rescue personnel, any persons in any of the attractions, activities, and event(s), promoters, sponsors, advertisers, owners and lessees of premises used to conduct the the attractions, activities, and 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 the attractions, activities, and event(s) and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM 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 THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE ATTRACTIONS, ACTIVITIES, AND EVENT(S), WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. 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 attractions, activities, and event(s) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the attractions, activities, and event(s) whether caused by the NEGLIGENCE OF THE RELEASEES or otherwise.
5. HEREBY acknowledges that THE ATTRACTIONS, ACTIVITIES, AND EVENT(S) ARE VERY DANGEROUS and involve risk of serious injury and/or death and/or property damage. The UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. 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 Province or State in which the attractions, activities, and 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.
7. UNDERSTAND that Releasees reserve the right to revoke my privileges to participate at any time. I recognize the fact that the Releasees reserve the right to test my blood for alcohol content. I acknowledge that THE RELEASEES DO NOT OFFER REFUNDS FOR ANY REASON.

In signing the foregoing Release and waiver of Liability, Assumption of Risk and Indemnity Agreement, I acknowledge and represent:

- ✓ The Releasees possess the rights to utilize my name and/or image or likeness incidental to any promotional activities related to the facility events, and/or activities.
- ✓ That I am 16 years or older.
- ✓ That I am at least 48 inches tall.
- ✓ That I am not now pregnant.
- ✓ That I have not consumed alcohol or drugs which may affect my ability to participate in the attractions, activities, and event(s) in a safe manner.
- ✓ That I do not suffer from a heart condition, high blood pressure or other medical condition which may be aggravated by my participation in the attractions, activities, and event(s).
- ✓ That I have taken notice of and will obey all rules and regulations.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY 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.

Signature

Race Name

Print Name

Address (Street, City, State, Zip)

Date of Birth: _____