

**JD RACING INDOOR KARTING PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION of my minor child ("the Minor") being permitted by JD Racing Indoor Karting, LLC to participate in any way in ACTIVITIES and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree:

1. I know the nature of the ACTIVITIES and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the ACTIVITIES. I will inspect the premises, facilities, and equipment to be used, or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE ACTIVITIES.
2. I FULLY UNDERSTAND and will instruct the Minor that (a) THE ACTIVITIES ARE VERY DANGEROUS and participation in the ACTIVITIES and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the ACTIVITIES, the rules of the ACTIVITIES, the conditions and layout of the premises and equipment, and/or THE NEGLIGENCE OF THE "RELEASEES" NAMED; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
3. I consent to the Minor's participation in the ACTIVITIES and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED.
4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, kart owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, sponsors, advertisers, owners and leasees of premises used to conduct the ACTIVITIES, premises or activity inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or ACTIVITIES and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO ME, THE MINOR, my and the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE FOR THE "RELEASEES" OR OTHERWISE.
5. If, despite this release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the "Releasees" named above, I AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
6. I authorize JD Racing Indoor Karting, LLC to use photos, and or other likenesses of myself and or my child or the child for whom I have legal guardianship for any promotional materials regarding JD Racing Indoor Karting, LLC programs, facilities, or services. Such likenesses will not be sold to other parties. Promotional materials bearing these likenesses may be distributed for free to the public and posted on the JD Racing Indoor Karting, LLC website. JD Racing Indoor Karting, LLC reserves the right to use any photo or likeness for a time period beginning when this form is signed and ending upon written request of participant, parent or legal guardian.
7. I sign this agreement on my own behalf and on behalf of the Minor.

**I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.**

_____ SIGNATURE OF PARENT OR GUARDIAN	_____ PRINTED NAME OF PARENT OR GUARDIAN	_____ DATE
_____ SIGNATURE OF WITNESS	_____ PRINTED NAME OF WITNESS	_____ NAME and AGE OF MINOR PARTICIPANT