

Minor's Release



MINOR'S RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK

PREMISES: Alamo Karts, 25600 IH 10 West, Boerne, Texas 78006

ACTIVITY: Operation of a go-kart, entry into Restricted Areas and/or other activities on the Premises

EQUIPMENT: The go-kart, helmet, and all other equipment furnished by the operator for the Activity

RESTRICTED AREAS: The areas within the Premises on which the Activity is conducted, including the track and pit areas, and any area which requires special authorization, credentials or permission to enter or any area which admission by the general public is restricted or prohibited

RELEASED PARTIES: Alamo Karts and its affiliates; all promoters, participants, racing associations, sanctioning organizations or any subdivision thereof; track operators, owners, and officials; kart owners; kart drivers; pit crews; rescue personnel; any persons in any Restricted Areas; promoters, sponsors, and advertisers; owners and lessees of the Premises used to conduct the Activity; Premises or event 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 Activity; and the respective directors, officers, agents, employees, representatives, owners, members, affiliates, successors, and assigns, of any of the above parties

RISKS: All risks and dangers of serious bodily injury, including permanent disability, paralysis and death, property loss or damage, and all other risks and dangers, known or unknown, or that are not readily foreseeable at this time

1. I have obtained my parent's consent to participate in the Activity. Both my parents and I know the nature of the Activity and believe I am qualified to participate in the Activity. I will inspect the Premises, Restricted Areas, and Equipment to be used, or with which I may come in contact. If I believe anything is unsafe, I will immediately leave and refuse to participate further in the Activity.

2. I am at least 12 years of age, and at least 54"; am not pregnant; have not consumed alcohol or drugs prior to the Activity; do not suffer from any medical, psychological or other condition which may be aggravated by or impair my ability to operate the Equipment and participate in the Activity in a safe and responsible manner; and will while in the Restricted Areas and while operating the Equipment, obey all rules and regulations as posted on the Premises, related by track personnel, or otherwise provided to me.

3. I fully understand that: (a) the Activity is very dangerous and participation in the Activity and/or entry into Restricted Areas involves Risks; (b) these Risks may be caused or compounded by my own actions or inactions; the actions or inactions of others participating in the Activity; the rules of the Activity; the condition of the Premises and Equipment; the conduct of rescue operations or procedures of any Released Parties; and/or the negligence of the Released Parties; and (c) the physical, social and economic losses and or damages that could result from the Risks could be severe and could permanently and adversely affect my future.

4. I accept the Equipment and the Premises on which the Activity is conducted in its present "AS IS" condition. I hereby accept and assume all Risks, known and unknown, arising out of or related to the Activity, and assume all responsibility for all Risks and all losses and/or costs and damages resulting from any injury, disability, paralysis or death, arising out of or related to the Activity, even if caused, in whole or part, by the negligence of the Released Parties.

5. I agree not to sue and release and discharge the Released Parties and any of them, from all liability to me, my personal representatives, assigns, heirs, and next of kin, from any and all claims, demands, losses, or damages on account of any injury to me, including, but not limited to, death or damage to property, arising out of or related to the Activity, whether caused or alleged to be caused, in whole or in part, by negligence of the Released Parties or otherwise.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.

SIGNATURE OF MINOR PARTICIPANT

PRINTED NAME OF MINOR PARTICIPANT

DATE

SIGNATURE OF WITNESS

PRINTED NAME OF WITNESS

AGE OF MINOR PARTICIPANT