

# Adult Waiver



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

**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

In consideration of my participation in any way in the Activity on the Premises and or being permitted to enter any Restricted Areas for any purpose, I represent and covenant as follows:

1. I know the nature of the Activity and 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 18 years of age, and at least 54" tall; 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.

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5. I hereby covenant 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 hereby further agree that this Agreement extends to all acts of negligence by the Released Parties, including negligent rescue operations, and is intended to be as broad and inclusive as is permitted by the laws of the state in which the Activity is conducted, and that if any portion hereof is held invalid, the balance shall continue in full force and effect.

6. If despite this release, I, or anyone on my behalf, makes a claim against any of the Released Parties, I agree to defend, indemnify and save and hold harmless the Released Parties and each of them from any litigation expenses, attorney fees, loss, liability, damage, or cost they may incur arising out of any claim made against any of the Released Parties, whether such claim is based on the negligence of the Released Parties or otherwise.

7. I sign this agreement on my own behalf and on the behalf of my personal representatives, assigns, heirs and next of kin. I hereby acknowledge that I have the right to negotiate the terms and conditions of this Agreement, but by signing below, I hereby waive such right.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, AND UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE FAULT OF THE RELEASED PARTIES OR ANY OF THEM, AND SIGN IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE, AND INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
PRINTED NAME OF PARTICIPANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
PRINTED NAME OF WITNESS

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_