



# Express assumption of risk, complete waiver & agreement not to sue and indemnity agreement

in return for the use today and on all future dates of the property, facilities and services, ("the facilities") of speed street L.L.C. and each of its subsidiaries and affiliated corporations, including, without limitation Speed street L.L.C. and/or its subsidiaries ("Speed Street Indoor Race Track") the undersigned (customer) for him/herself, their heirs, assigns and legal representations, hereby expressly agree for:

1) Assume any and all risks involved in or arising from driver/passenger/spectator use of or presences upon facilities, including without limitation, the risks of death, bodily injury or property damage resulting from collision between a vehicle and another vehicle, or a person or a stationary object, skidding; overturning; sudden stops; breaking or acceleration; fire or explosion; the unavailability of emergency medical care; or the negligent or deliberate act of another person;

2) Release Speed Street L.L.C. and all of its successors, assigns, subsidiaries, franchises, affiliates, officers, directors, managers, members, employees and agents from, and agrees not to sue them on account of or in connection with any claims, causes or actions, injuries, damages, costs or expenses arising out of driver's/ passenger/ spectator use of or presence upon the facilities, including, without limitation, those based on death, bodily injury or property damage, whether or not caused by the negligence of their fault of Speed Street L.L.C. including strict product liability or any other liability without fault.

**Initial:**

3) Waive the protection afforded by any statute or law in any jurisdiction (e.g. Arizona revised statutes) whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time or executing the release.

4) Indemnify and defend speed street L.L.C. against, and hold it harmless from any and all claims, causes of action, damages, judgment, cost or expenses, including attorney's fee, which in any way arise from driver's/ passenger/spectator use of presence upon the facilities, including, without limitations, the negligence if any of Speed street L.L.C., (including its successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, managers, members, employees and agents) and

5) Pay for any and all damages to the facilities caused by the driver/passenger/spectator negligently, willfully or otherwise.

In signing the foregoing Release and Waiver of liability and Indemnity agreement, I acknowledge and represent:

- Speed Street L.L.C. possesses rights to utilize my name and or image or likeness incidental to any promotional activities related to its facility, events, and/or activities.
- That I am at least 8 years or age for junior karting and 15 years or age for adult karting, with parental consent and if 18 years or older possess a valid state driver's license.
- That I am at least 54 inches tall for adult karting, and at least 48 inches tall for junior karting
- That I am not now pregnant
- That I have not consumed alcohol or drugs which may affect my ability to drive a go-kart 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 operating a go-kart
- That I have taken notice of and will obey all rule and regulations of Speed Street Indoor Race Track.

I have read and understand this agreement, I understand that by making this agreement I surrender valuable rights. I do so freely and voluntarily.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print name or Driver/Spectator**

\_\_\_\_\_  
**Race Name**

\_\_\_\_\_  
**Telephone number (in case of emergency)**

\_\_\_\_\_  
**Date of Birth**

\_\_\_\_\_  
**Address (Street, City, State, Zip)**

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Consent of parent or guardian (required for Drivers/ passengers/spectators under 18 years of age that do not posses a valid driver's license.)  
In consideration of the facilities provided by Speed Street Indoor Race Track for the above Driver/Passenger/spectator.

I, \_\_\_\_\_

First name	Last name	Signature	Relationship
parent and/or guardian of the Driver/Passenger/Spectator, a minor do hereby agree both on behalf of myself and said Driver/Passenger/Spectator and his/her and my heirs, assigns and legal representatives, to all of the above terms and conditions set forth in the above statement. I have read and understand the above agreement. I understand that by making the agreement I surrender valuable rights. I do so freely and voluntarily.			

How did you hear about Speed Street Indoor Race Track? \_\_\_\_\_

Would you like to receive information, including promotional specials, upcoming events from Speed Street Indoor Race Track? If yes, please fill out your email address: \_\_\_\_\_