

JUNIOR WAIVER UNDER 18

CFIK RACING LLC dba CHECKERED FLAG INDOOR KARTING
239 Neck Road, Haverhill MA 01835
Parental Consent: Release and Waiver of Liability
Assumption of Risk and Indemnity Agreement
PLEASE READ THIS DOCUMENT CAREFULLY
IT AFFECTS YOUR RIGHTS

JUNIOR WAIVER UNDER 18

The undersigned, being the parent or legal guardian of the child under the age of 18 (the "Minor"), has requested that CFIK RACING, LLC ("Checkered") allow the Minor to participate in certain racing activities at Checkered's indoor race facility located at 239 Neck Road, Haverhill, MA (which includes the race tracks, adjoining staging and viewing areas, locker rooms, function and eating rooms, and all other areas in and outside the building including the parking lot, and which together is hereinafter known as the "Facility"). The undersigned has been advised and understands that the racing activities in which the Minor will participate and the areas in which the racing activities will occur can be dangerous and involve a number of risks including **death or serious bodily injury**. As an inducement of Checkered to allow the Minor to enter the Facility and participate in the racing activities, the Minor and Parent/Legal Guardian, for himself or herself and his/her successors, heirs, and legal representatives does hereby expressly agree and acknowledge the following:

1. The Minor/Parent/Legal Guardian hereby voluntarily assumes any and all risks involved or in any way related to the Minor's participation in racing or presence at, within or around the facility, including, but without limitation to, the risk of death, bodily injury, or property damage resulting from collision between his/her vehicle and another vehicle, a person or a stationary object, skidding, overturning, sudden stops, braking or accelerating, fire, explosion, entering and exiting the karts on pit lane, the unavailability of emergency medical care or the negligent or deliberate acts other drivers or persons.
2. The Minor/Parent/Legal Guardian releases and forever discharges Checkered, its members, managers, employees, and their respective agents, affiliates, successors, heirs and assigns, the owners of the facility, and all persons direct or indirectly having an interest therein (together, all of the foregoing being referred to as the "Checkered Group"), from, and agrees not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of the Minor's use of or presence at, within our around the Facility, including without limitation those based on death, bodily injury, or property damage whether or not caused by the negligence or other fault of any member of the Checkered Group including strict product liability without fault. **THE FOREGOING RELEASE IS INTENDED TO BE THE MAXIMUM AND BROADEST RELEASE PERMITTED BY LAW.**
3. The Minor/Parent/Legal Guardian waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release does not extend to claims which the person giving the release does not know or suspect to exist at the time of executing the release.
4. The Minor/Parent/Legal Guardian agrees to indemnify and hold harmless the Checkered Group from and against any and all claims, causes of action, damages, judgment, attorney's fees, costs or expenses which in any way arise from the Minor's/Parent's/Legal Guardian's conduct at the facility and any and all damages to the Facility, to any other driver or other person caused, directly or indirectly, by the Minor/Parent/Legal Guardian, whether by inadvertence, negligence, willful misconduct, or otherwise.
5. The Minor/Parent/Legal Guardian acknowledges and agrees that the Minor/Parent/Legal Guardian has been advised of and understands the safety procedures and rules for participating in racing activities at the Facility. The Minor/Parent/Legal Guardian agrees to strictly abide by all safety and other rules and expressly agrees not to participate in any events or utilize the Facility under the influence of alcohol and/or any drugs.
6. The Minor/Parent/Legal Guardian agrees that in event of any accident which may require immediate medical or dental or any other emergency care, in which no next of kin can be notified in a reasonable amount of time through reasonable means, Checkered is hereby authorized to take all necessary actions as it relates to immediate medical/dental or other care, transportation and emergency medical services as warranted in the course of care of the Minor. The Parent/Legal Guardian agrees that he/she shall be responsible for all fees and expenses as they relate to this paragraph.

Admission to the Facility obligates each participant to drive responsibly in accordance with track rules. In signing the foregoing Release, I acknowledge and represent that the Minor/Parent/Legal Guardian understands, states and agrees:

- A. I have read each section of the foregoing document and understand it. I have no medical, emotional, or other condition that will impair my ability to understand instructions or participate in events without creating a risk to myself or other participants.
- B. That I am at least 54 inches tall and that I am not pregnant. Proof of age may be required of Minors at the sole discretion of the manager of the Facility.
- C. That I have not consumed alcohol or drugs which will affect my ability to operate a kart safely and will not consume them while at or on any area of the Facility.
- D. That I do not suffer from a heart condition, high blood pressure, or other medical condition that is not under medical care and may affect my ability to operate a kart in a safe manner.
- E. That I will stay seated at all times in the kart and keep all body parts within the confined spaces of the kart for the purposes of my safety and wear my helmet, neck brace, closed-toe shoes, and safety harness at all times. I also agree not to use any devices (cell phones, cameras, camcorders, mp3 players, throwing debris on track, etc.) that pose as potential distraction to me or other persons operating karts at Checkered.
- F. That the Minor/Parent/Legal Guardian acknowledges that inappropriate behavior, such as swearing, fighting, aggressive actions toward Facility staff or their patrons, reckless driving in the parking lot and any violation of Facility rules can be grounds for the removal of the Minor/Parent/Legal Guardian without refund and the revocation of membership permanently.

F. THIS RELEASE SHALL CONTINUE IN EFFECT EACH TIME I RENT AND OPERATE A KART AT CHECKERED.

The undersigned has read this Waiver and Release, understands that by making this waiver and release surrenders valuable rights and does so freely and voluntarily. The Minor and Parent/Legal Guardian states and understands that the terms herein are contractual and not a mere recital; has signed this Waiver and Release Agreement as his/her own free act and deed and that if the Minor/Parent/Legal Guardian has any doubts concerning its contents, the Minor/Parent/Legal Guardian will consult an attorney before signing it.

NAME OF MINOR _____ / / _____ Does the Minor have a State issued driver's license or permit? YES NO
Date of Birth Telephone

PARENT/LEGAL GUARDIAN'S Signature DATE