

Kartona The Electric Speedway
7125 W Highway 98
Panama City Beach, FL 32408

Individual Waiver and Liability Release

PLEASE READ THIS DOCUMENT CAREFULLY- IT AFFECTS YOUR RIGHTS

The undersigned ('Individual') requests that Kartona The Electric Speedway allow the Individual to participate in certain activities at Kartona The Electric Speedway's indoor facility located at 7125 W Highway 98, Panama City Beach, Florida (the 'Facility') (which term includes the race track, adjoining staging and viewing areas, locker rooms and all other areas in and outside the building, including the parking lot). The undersigned, or parent signing for a minor, has been advised and understands that any activities in which the Individual participates attends or observes in or around the Facility can be dangerous and involve risks including death or serious bodily injury. The undersigned (and if the undersigned is under 18 then the undersigned's parent or guardian whose signature appears below on behalf of the undersigned) for himself or herself and his or her successors, heirs and legal representatives as an inducement to Kartona The Electric Speedway to allow the Individual to be at the Facility and/or to participate in activities there, agrees to the following:

1. Individual voluntarily assumes and all risks involved or in any way related to participating in or observing racing, or otherwise being present at within or around the Facility. Individual understands the risks include, without limitation, death, bodily injury or property damage arising from instances including but not limited to:
 - a. Racing collisions, skidding, overturning, sudden stops, braking, accelerating, fire, explosion, entering and exiting karts, the unavailability of emergency medical care or the negligent or deliberate acts of other drivers or persons;
 - b. Injuries associated with running on any surface, collisions with other persons, jumping, sliding onto, landing on, or falling on/into other patrons, tripping, sliding, playing and climbing.

2. Individual releases and forever discharges Kartona The Electric Speedway, its members, managers, employees and their respective agents, affiliates, successors, heirs and assigns, the owners of the Facility, Nelkin Real Estate, (the landlord of the building), any manager, owner, employees and their respective agents, affiliates, successors, heirs and assigns, and all persons directly or indirectly, having an interest therein, (together, all of the foregoing being referred to as the "Kartona The Electric Speedway 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 Individual's use of or presence at, within or 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 Kartona The Electric Speedway Group, including strict product liability without fault. THE FOREGOING RELEASE IS INTENDED TO BE THE MAXIMUM AND BROADEST RELEASE PERMITTED BY LAW. If for any reason this release is deemed unenforceable then the Kartona The Electric Speedway Group's maximum liability shall be the cost of admission charged to the party claiming injury on the day of the claimed injury.

3. The Individual 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 Individual agrees to indemnify and hold the Kartona The Electric Speedway Group harmless from and against any and all claims, causes of action, damages, judgments, costs or expenses, including attorney fees, which in any way arise from Individual's conduct at the Facility and any and all damages to the Facility or to any other person caused, directly or indirectly, by Individual, whether by inadvertence, negligence, willful misconduct or otherwise.
5. Individual acknowledges and agrees that Individual has been advised of and understands the safety procedures and rules for participating in any activities at the Facility. If Individual observes any unusual or unnecessary hazard, Individual will bring such to the attention of the nearest official as soon as practical.
6. Individual 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.
7. Individual agrees that if immediate medical/dental or any other emergency care is required and next of kin cannot be notified in a reasonable amount of time through reasonable means, Kartona The Electric Speedway is hereby authorized to take action to provide or cause others to provide immediate medical/dental or other care, transportation and emergency medical services as warranted. Individual shall be responsible for all fees and expenses as they relate to this paragraph.
8. I hereby give my consent for Kartona The Electric Speedway to publish my/my child's likeness in photographs and/or video media. I acknowledge that since my/my child's participation in publications, television and websites produced by Kartona The Electric Speedway is voluntary; we will receive no financial compensation and no rights of ownership.

Admission entitles each participant to act responsibly in accordance with the Facility rules. In signing the foregoing Liability Release, I acknowledge and represent:

- A. I have read each section of the foregoing Liability Release 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. I am at least 48 inches tall and/or 7 years old for operation of go karts;
- C. I am not pregnant;
- D. I have not consumed alcohol or drugs which may affect my ability to safely participate in activities at the Facility and will not consume them while at or on any area of the Facility;
- E. I do not suffer from a heart condition, high blood pressure or other medical condition that is not under care which might affect my ability to safely participate in activities at the Facility;
- F. I will stay seated at all times in the kart and keep all body parts within the kart for my safety;
- G. I will wear all safety gear (such as helmet, mask, neck brace, safety harness, protective clothing) at all times while engaging in any activity at the Facility; and
- H. THIS RELEASE SHALL CONTINUE IN EFFECT EACH TIME I ENGAGE IN AN ACTIVITY OR I AM IN THE FACILITY AT KARTONA THE ELECTRIC SPEEDWAY.

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. Individual understands that the terms herein are contractual; has signed this waiver and release agreement as his or her own free act and that if individual has any doubts concerning its contents, individual will consult an attorney before signing it.

TO COMPLETE WAIVER FILL IN ALL ASTERISK LINES.

IMPROPERLY FILLED OUT WAIVERS CAN RESULT IN REFUSAL OF SERVICES.

Participant* _____

Racer Name _____

Date of Birth* _____

E-Mail _____

Address* _____

City* _____

Zip code* _____

Telephone* _____

Drivers License #* _____

DL State* _____

****TO BE SIGNED BY PARTICIPANTS THAT ARE AGES 18 AND OLDER****

Participants Signature* _____

Date* : ____ / ____ / ____