



ADULT WAIVER OF LIABILITY

EXPRESS ASSUMPTION OF RISK, COMPLETE WAIVER AND AGREEMENT NOT TO SUE, AND INDEMNITY

\* Required

Date\*

Participant's Full Name\*

Birth Date\*

Address\*

Phone\*

Driver's License # (optional)

Email Address (optional)

READ THIS CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM FOR COMPENSATION FOLLOWING AN ACCIDENT, AS WELL AS YOUR LEGAL RESPONSIBILITIES

ADULT WAIVER - EXPRESS ASSUMPTION OF RISK, COMPLETE WAIVER AND AGREEMENT NOT TO SUE, AND INDEMNITY AGREEMENT READ THIS CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS AND RESPONSIBILITIES.

In return and as a condition for the license to use the K1 Speed Inc. property, its facilities and services (the "FACILITIES") of K1 Speed Inc. or any owned or affiliated facilities (as well as any other persons or entity related thereto) and/or its subsidiaries and affiliates ("OPERATOR"), the undersigned ("PARTICIPANT"), for themselves, their heirs, assigns and legal representatives, hereby expressly agrees to do the following:

- 1. ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OR PRESENCE UPON THE FACILITIES, including, without limitation, the risks of death, bodily injury or property damage resulting from collision between his or her vehicle and another vehicle, a person, object or barrier; the kart driving or wedging under the barrier, going through the safety barrier, the barrier riding up the front of the kart due to additional impacts or acceleration, or because of the mechanics of the crash; the barrier landing on any part of the PARTICIPANT's person; contact between the barrier and the PARTICIPANT's upper or lower extremities; or any part of the PARTICIPANT's body; whether exposed inside or outside of the kart; skidding; overturning; sudden stops; braking or acceleration; fire; explosion; the unavailability of emergency medical care; or the negligent or deliberate acts or omissions of another person, including negligent acts or omissions of the OPERATOR or persons for whom it is at law responsible;
2. RELEASE OPERATOR, Franchisers and all their successors, assigns, subsidiaries, branches, operators, franchisees, affiliates, officers, directors, employees, and agents, landlords, and event sponsors from, and not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of PARTICIPANT'S use of or presence upon the FACILITIES, including without limitation, those based on death, bodily injury, property damage, breach of contract, or breach of statutory duty of care, whether or not caused by the negligence, breach of contract or other fault of OPERATOR, employees, or other persons for whom it is at law responsible, including any form of strict liability ;
3. RELEASE OPERATOR, and other parties identified in paragraph 2 and owners of the facilities ("OWNERS") of any and all responsibility to him or her and agrees to indemnify and hold harmless OPERATOR and OWNERS against any and all damages or injuries arising out of the use of the Facilities by any party, including other PARTICIPANTS, or by negligent acts or omissions of OPERATOR or by PARTICIPANT;
4. WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to the claims; material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the releases. In particular, the PARTICIPANT waives any breach of the Occupiers' Liability Act, RSO 1990, c O.2.;
5. INDEMNIFY AND DEFEND OPERATOR, against and hold harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney fees, which in anyway arise from PARTICIPANT'S use or presence upon the FACILITIES;
6. PAY for any and all damages to the Facilities caused by PARTICIPANT, negligently, willfully, accidentally or otherwise; and
7. AGREE that by participating in events or the utilization of facilities of OPERATOR, I acknowledge that I fully understand the significant inherent dangers of driving and/or racing vehicles offered to PARTICIPANT and I further acknowledge that I will read and comply with safety rules provided to me in writing for driving such vehicles (and if I do not understand any point or part of the safety rules, I will advise OPERATOR and request further assistance so that I may fully understand them before using the facilities). I agree that I will not participate in any events or utilize the facilities if I am under the influence of recreational drugs or alcohol, or if there is any other physical condition that may impair my ability to understand instructions or to participate without creating risk to others or myself. I acknowledge that participation in events or the utilization of facilities of the OPERATOR is not recommended for persons taking prescription drugs, who are or may be pregnant, or who have back pain or injuries.
8. AGREE that this waiver shall be governed by the laws of the Province in which the business operates and the local Superior Court of Justice shall have exclusive jurisdiction to decide any disputes arising out of or connected to this waiver or the PARTICIPANT'S participation in events or utilization of the facilities of the OPERATOR.
9. AGREE if any provision of this Waiver is determined by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, that provision shall be severed from this Waiver and be ineffective only to the extent of such illegality, invalidity, voidness or unenforceability and the remaining provisions shall continue in full force and effect, without amendment.

I HAVE READ THIS AGREEMENT. I UNDERSTAND THAT BY MAKING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS. I DO SO

FREELY AND VOLUNTARILY. I FURTHER CERTIFY THAT I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT; THAT I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL; THAT I HAVE SIGNED THIS AGREEMENT AS MY OWN FREE ACT AND IF I HAVE ANY DOUBTS CONCERNING THE CONTENTS OF THIS AGREEMENT, I WILL CONSULT A LAWYER BEFORE SIGNING IT.

BY SIGNING THIS AGREEMENT, I AGREE I HAVE READ THE ABOVE STATED, UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY THOSE TERMS WHICH ELIMINATE MY LEGAL RIGHT TO SUE. I UNDERSTAND AND ACKNOWLEDGE THAT I AM WAIVING THE RISK OF INJURY RELATING TO THE ACTIVITY AT K1 SPEED.

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**Participant Signature\***

**Date\***

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