MAPLE GROVE

READ THIS CAREFULLY - IT AFFECTS YOUR RIGHTS!

Express Assumption of Risk, Complete Waiver, Agreement Not to Sue & Indemnity Agreement

In return for the use today and on all future dates of the property, facilities and services ("the Facility") of M & S Racing inc, Inc. (dba "ProKart Indoors") and each of its subsidiaries and affiliated corporations, (hereinafter "Pro-Kart Indoors"), the undersigned (Customer) for him/herself, their heirs, assigns and legal representatives, hereby expressly agrees to:

1) Assume Any And All Risks Involved In Or Arising From Driver's/Spectator's Use Of Or Presence Upon The Facilities, including, without limitation, the risk of death, bodily injury or property damage resulting from collision between vehicle with another vehicle, or a person or a stationary object, skidding, overturning, sudden stops, braking or acceleration, fire or explosion, the unavailability of emergency medical care, or the negligent or deliberate act of another person:

2) Release Pro-Kart Indoors and all of its successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees, and agents from, and AGREES NOT TO SUE them on account of or in connection with any claims, causes or actions, injuries, damages, cost of expenses arising out of Drivers/Spectator's 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 or other fault of Pro-Kart Indoors, including strict product liability:

***Initial _____**

3) Waive the protection afforded by any statue or law in any jurisdiction of the Province or State in which this event is taking place, whose purpose, substance and/or effect is to provide that a general release shall extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release:

4) Indemnify And Defend Pro-Kart Indoors against, and hold it harmless from any and all claims, causes of action, demands, damages, judgment, costs or expenses, including attorney's fees, which in any way arise from Driver's/Spectator's use of or presence upon Facilities, including, without limitation, the negligence, if any, of Pro-Kart Indoors (its successors, assigns, subsidiaries, franchises, affiliated officers, directors, employees, and agents). Additionally, by signing below, Parent or Legal Guardian of Driver/Spectator (minor Customer) agrees to indemnify and defend Pro-Kart Indoors against any and all claims, causes of action, demands, damages, judgment, costs or expenses, including attorney's fees, due to bodily injury or death to the Driver/Spectator and/or any other Driver/Spectator:

5) Pay for any and all damages to the Facilities caused by the Driver/Spectator negligently, willfully or otherwise: and

6) Consent by signing below I hereby state that I have not consumed any alcohol or other controlled substances that may affect my motor skills or ability to operate a motorized vehicle. Additionally by signing below I will consent to, if requested, a breathalyzer (BAC) test.

I am aware that motor sport (racing) is a hazardous activity. I am voluntarily participating in these activities with knowledge of the danger involved, and hereby agree to accept any and all risk of injury or death, and verify this statement by placing my initials here:

***Initial _____**

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

PLEASE PRINT CLEARLY

First Name | Last Name

Street Address | Apartment Number

City | State | Zip Code

Telephone Number (- -) | Date of Birth (- -)

Email Address

HOW DID YOU FIND OUT ABOUT PROKART INDOORS? _____

Signature | **Today's Date**