

**READ THIS CAREFULLY - IT AFFECTS YOUR AND YOUR MINOR CHILD'S RIGHTS!**

**PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK, AGREEMENT NOT TO SUE, AND INDEMNITY AGREEMENT**

**Event(s) at ProKart, Inc. located at 14350 Rosemount Drive, Burnsville, Minnesota 55306**

IN CONSIDERATION and in return for the use today and on all future dates of the property, facilities and services ("the Facilities") of ProKart, Inc. (dba "ProKart Indoors" and "ProKart Indoor Racing") and each of its subsidiaries and affiliated corporations, (hereinafter "ProKart" and/or "Releasees"), being permitted to participate in any way in the EVENT(S) which includes spectating, driving, and/or racing go-karts powered by internal combustion engines, the undersigned (Customer or Parent or Guardian of Minor Child) for him/herself and his/her Minor Child, their heirs, assigns and legal representatives, hereby expressly agrees to:

**1) I Know The Nature Of The EVENT(S) And The Minor's Experience And Capabilities,** and believe the Minor to be qualified to participate in the Event(s). I have the right to inspect the premises, facilities, and equipment to be used, or with which the Minor may come in contact. **IF AT ANY TIME I OR THE MINOR FEEL THE MINOR IS UNQUALIFIED OR UNFIT, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND STOP FURTHER PARTICIPATION IN THE EVENT(S):**

**COVID-19 Acknowledgement:**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. ProKart cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing ProKart's services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize ProKart's services and/or enter onto ProKart's premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

**2) I Assume Any And All Risks Involved In Or Arising From Minor Driver's or Spectator's Use Of Or Presence Upon The Facilities,** including, without limitation, any injury to person or property arising out of the Driver's or Spectator's use of the premises, 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:

**ASSUMPTION OF COVID-19 RISK:** I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my child in order to utilize ProKart's services and enter ProKart's premises. These services are of such value to me [and/or to my child], that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize ProKart's services and premises.

**3) I FULLY UNDERSTAND And Will Instruct The Minor That:** (a) THE ACTIVITIES OF THE EVENT(S) ARE DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and Dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of ProKart, its owners, directors, managers, and employees, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, and/or THE NEGLIGENCE OF THE "RELEASEES" NAMED HEREIN; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time: (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE. I further understand that Carbon Monoxide and other emissions are natural by-products of combustion and are present in the facility at varying levels and understand that such emissions, including dust and other airborne debris, can cause serious health consequences. The term "risk", as defined herein, shall include any risks associated with such emissions including dust and airborne debris.

**4) I Consent To The Minor's Participation In The Event(s) And/Or Entry Into Restricted Areas** and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED HEREIN.

**5) I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE PROKART** and all of its successors, assigns, subsidiaries, franchises, affiliates, owners, officers, directors, employees, and agents from, and AGREE NOT TO SUE them on account of or in connection with any claims, causes or actions, injuries, damages, cost of expenses arising out of Minor Driver's or 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 ProKart, including strict product liability, ProKart's successors, assigns, subsidiaries, franchises, affiliates, owners, officers, directors, employees, agents, and advertisers. I also hereby release, discharge and covenant not to sue the promoter(s) of the Event(s) at ProKart, other participants, or any subdivision thereof, facility operators, facility owners, drivers, or any persons in any way associated with ProKart, or Lessees of the premises used to conduct the Event(s), and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "RELEASEES", FROM ALL LIABILITY TO ME, THE MINOR, my and

the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE:

**6) If, Despite This Release, I, The Minor, Or Anyone On The Minor's Behalf, Makes A Claim** against any of the "RELEASEES" named herein, I AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES NAMED HEREIN and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED HEREIN, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. Additionally, I agree to Indemnify and Defend ProKart 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 Minor Driver's or Spectator's use of or presence upon Facilities, including, without limitation, bodily injury or death to the Minor Driver or Spectator, and/or any other negligence, if any, of ProKart, its owners, successors, assigns, subsidiaries, franchises, affiliated officers, directors, employees, agents, and advertisers:

**7) I Waive The Protection Afforded By Any Statue Or Law In Any Jurisdiction, Including But Not Limited To The State Of** Minnesota, in which the 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:

**8) I Execute (Sign) This Agreement On My Own Behalf And On Behalf Of The Minor Named Below:**

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK, AGREEMENT NOT TO SUE, AND INDEMNITY AGREEMENT, AND UNDERSTAND THAT BY SIGNING THIS DOCUMENT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASSIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT. I AM AWARE THAT MOTOR SPORT (RACING) IS A HAZARDOUS ACTIVITY. I AM VOLUNTARIY ALLOWING THE MINOR CHILD NAMED BELOW TO PARTICIPATE IN THESE ACTIVITIIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY OR DEATH, AND VERIFY THESE STATEMENTS BY EXECUTING (SIGNING AND DATING) THIS DOCUMENT:

\_\_\_\_\_  
SIGNATURE OF PARENT OR GUARDIAN

\_\_\_\_\_  
PRINTED NAME OF PARENT OR GUARDIAN

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Street Address of Parent or Guardian

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone Number of Parent/Guardian

\_\_\_\_\_  
PRINTED NAME OF MINOR PARTICIPANT

\_\_\_\_\_  
AGE OF MINOR PARTICIPANT

\_\_\_\_\_  
BIRTHDATE OF MINOR PARTICIPANT

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
PRINTED NAME OF WITNESS

**(Witness Section: Witness must be 18 years or older, not the above named Parent or Guardian, and present for all signatures.)**