



Nitro City Racing  
 4601 Redwood Dr.  
 Rohnert Park, CA, 94928  
 +1 (707) 710-8200

Minors Name: \_\_\_\_\_ Date: \_\_\_\_\_

Minors Birthdate: \_\_\_\_\_ Minors Signature \_\_\_\_\_

Guardians Name: \_\_\_\_\_ Date: \_\_\_\_\_

Guardians Birthdate: \_\_\_\_\_ Guardians Signature \_\_\_\_\_

Express Assumption of Risk, Complete Waiver and Agreement not to Sue, and Indemnity Agreement

READ THIS CAREFULLY- IT AFFECTS YOUR LEGAL RIGHTS

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

In return for the license to use the Victory Lap LLC property, its facilities and services (the "Facilities") of Victory Lap LLC 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:

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 negligence or deliberate acts of another person;

RELEASE OPERATOR, Franchisers and all its successors, assigns, subsidiaries, branches, operators, franchisees, affiliates, officers, directors, employees, and agents, landlords, and even 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, or property damage, whether or not caused by the negligence or other fault of OPERATOR, including strict product liability or any other liability without fault;

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 of OPERATOR or by PARTICIPANT; 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 all claims; material or otherwise, which the person giving the release does not know or suspect to exist at the time or executing the release;

INDEMNIFY AND DEFEND OPERATOR, against and hold harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys fees, which in any way arise from PARTICIPANT'S Use or presence upon the Facilities; PAY for any and all damages to the Facilities caused by PARTICIPANT, negligently, willfully, accidentally or otherwise; and AGREE that by participating in the events or utilization of the facilities of the 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 the 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 drugs or alcohol, if I am pregnant, 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.

Victory Lap LLC, as OPERATOR, seeks advance the dignity, equality, and self-determination of people with disabilities, including minors and their parents. Persons with disabilities who are present upon the premises are included within the definition of PARTICIPANTS in this Agreement, and are such PARTICIPANTS are subject to the waiver of their same rights herein, including but not limited to the same claims, causes of action, damages, judgments, costs, or expenses, including attorney's fees, which in any way arise from PARTICIPANT'S use or presence upon the Facilities. This waiver includes any and all risks set forth in this written agreement and any and all claims, injuries or damages a PARTICIPANT may suffer using a specially modified go-kart or if the PARTICIPANT suffers an injury in relation to the use of the premises or any of the equipment thereon, or by virtue of any

reasonable accommodations that have been extended to PARTICIPANT. OPERATOR does not assume any responsibility and does not waive its rights with respect to express liability or PARTICIPANT's voluntary assumption of the risk for offering PARTICIPANT's any specially modified equipment at the premises.

## WARRANTY AND CONSENT

### ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT

IN CONSIDERATION of allowing me to be on the premises and/or participate in any activities and events of Victory Laps llc and its affiliates. Accordingly, I warrant to Victory Laps llc, its affiliates all of the following: I acknowledge and understand that I will be voluntarily engaging in activities that involve axes and/or similar items, which may result in the risk of serious injury and other consequences including permanent disability and death. And I consider myself fully capable to participate in these activities, and submit that if I bring my own equipment, I take full responsibility for the soundness of its fitness and consequences from using my own equipment, and I understand that all applicable rules for participation must be followed, and I understand that the sole responsibility for my personal safety remains with me at all times, and I will immediately remove myself from participation, and notify a staff member, if at any time I become aware of any unsafe condition or if I feel that I have experienced any deterioration in my fitness or another participant's fitness for continued participation in any activities.

I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, and personal representatives that my participation in these activities and execution of this document constitutes:

An unqualified ASSUMPTION OF ALL RISKS associated with participation in these activities by me even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the activity organizers and any persons associated therewith or participating therein, and a FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of the activity organizer and all persons and organizations associated with it and the company including without limiting the generality of the foregoing, its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, owners and/ or lessors of the premises used to conduct the activities, sanctioning bodies, medical or rescue personnel (the RELEASEES), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise, and an UNDERSTANDING NOT TO SUE the RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation in these activities by me, and an AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the RELEASEES or otherwise.

I understand that Victory Laps llc or its affiliates may send me marketing emails from time to time, and that I can unsubscribe at any Time. I confirm that Victory Laps llc. and/or its associated companies. will not be held responsible in the event of any complaint or legal action undertaken against myself as a result of bringing alcohol to the premise.

In the event that Victory Laps llc. and/or its associated companies. takes photographs or videos, I hereby assign full copyright of these photographs and videos to that Victory Laps llc. and/or its associated companies (and the related representatives and assigns) together with the right of reproduction either wholly or in part. Furthermore, I grant that Victory Laps llc. and/or its associated companies the perpetual and irrevocable and unrestricted right to use and publish video and/or photographs of me, or where I may be included for editorial trade, product or service advertising and such other fashion /business purpose in any manner and medium, including advertising with any retouching or alteration without restriction or compensation

No refunds will be given.

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, NOT PREGNANT, 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 AN ATTORNEY 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 SIGNIFICANTLY LIMIT MY LEGAL RIGHT TO SUE. I UNDERSTAND AND ACKNOWLEDGE THAT I AM WAIVING THE RISK OF INJURY RELATING TO THE ACTIVITY AT Victory Lap LLC AND AGREE THAT GO-KART RACING CAN RESULT IN INJURY OR DEATH AS A RESULT OF COLLISIONS AND CONTACT WITH PERSONS, KARTS, BARRIERS AND FIXED OBJECTS.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN NATURAL GUARDIAN READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF Victory Lap LLC USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM Victory Lap LLC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND Victory Lap LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Victory Lap LLC may send you an email notification at the time your race account is created. This notice includes a welcome message and your race results. These emails are not part of Victory Lap LLC's email newsletter subscription program you registered for at your time of initial registration.