



PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

The Pit Indoor Kart Racing
346 East Plaza Dr. Mooresville, NC 28117

Pit Entertainment, LLC
(704) 799-3470

FOR ACTIVE ATTRACTIONS / SPORTS / RECREATION

Includes but is not Limited to: Go Karts, Laser Tag, Climbing Walls, Batting Cages, Teambuilding Activities, Arcade Games, Billiards & Other Table Games, Dodge ball, Etc.

IN CONSIDERATION of my minor child ("the Minor") begin permitted to participate in any way in the attractions, activities, and event(s), I agree:

1. I know the nature of the attractions, activities, and event(s) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the attractions, activities, and event(s). I will inspect the premises, facilities, and equipment used, or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE ATTRACTIONS, ACTIVITIES, AND EVENT(S), AND REFUSE TO PARTICIPATE FURTHER IN THE ATTRACTIONS, ACTIVITIES, AND EVENT(S).
2. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ATTRACTIONS, ACTIVITIES, AND EVENT(S) ARE VERY DANGEROUS and participation in the attractions, activities, and event(s) 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 others participating in the attractions, activities, and event(s), the rules of the attractions, activities, and event(s), the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (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 these Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINORS FUTURE.
3. I consent to the Minor's participation in the attractions, activities, and event(s), and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOW 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 BELOW.
4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any of the attractions, activities, and event(s), promoters, sponsors, advertisers, owners and lessees of premises used to conduct the attractions, activities, and event(s), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or the attractions, activities, and event(s), and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM LIABILITY TO ME, THE MINOR, my and the minor's personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIMS, DEMANDS THEREFORE ON ACCOUNT OF 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.
5. If, despite this release, I or the Minor, or anyone in the Minor's behalf, makes a claim against any of the "Releasees" named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES 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 ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
6. I sign this agreement on my own behalf and on the behalf of the minor.

In signing the foregoing Parental Consent, Release and waiver of Liability, Assumption of Risk and Indemnity Agreement, I acknowledge and represent:

- ✓ The Releasees possess the rights to utilize my name, the Minor's and/or images or likenesses incidental to any promotional activities related to the facility events, and/or activities.
- ✓ That the Minor is 8 years or older (Go Karts only).
- ✓ That the Minor is at least 48 inches tall (Go Karts only).
- ✓ That the Minor is not now pregnant.
- ✓ That the Minor has not consumed alcohol or drugs which may affect the Minor's ability to participate in the attractions, activities, and event(s), in a safe manner.
- ✓ That the Minor does not suffer from a heart condition, high blood pressure or other medical condition which may be aggravated by participation in the attractions, activities, and event(s).
- ✓ That I and the Minor have taken notice of and will obey all rules and regulations.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHT I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

Signature of Parent or Guardian

Printed name of Parent or Guardian

Date

Printed name of Minor Participant

Birth date of Minor Participant