

MAINE INDOOR KARTING

PARENTAL CONSENT RELEASE OF CLAIMS and WAIVER OF LIABILITY ASSUMPTION OF RISK and INDEMNITY AGREEMENT

IN CONSIDERATION of my minor child (the "Minor") being permitted to participate in or view events (the "Events") organized by, or relating to, Maine Indoor Karting, LLC (a.k.a. RLS Enterprises, LLC), its employee, and/or agents (individually and collectively, "Maine Indoor Karting"), the undersigned Parent or Guardian ("Parent") for himself/herself, and his/her personal representatives, heirs, spouse, other parents or guardians of the Minor, and net of kin, represents and agrees as follows:

1. Knowledge of Dangers; Agreement to Notify of Unsafe Conditions. I understand and will instruct the Minor that: (a) participating in or being present for Events at Maine Indoor Karting IS VERY DANGEROUS and involves RISK OF INJURY and/or DEATH and/or PROPERTY DAMAGE; (b) that INJURIES may be compounded or increased by NEGLIGENT RESCUE OPERATIONS OR PROCEDURES of Maine Indoor Karting; and (c) injuries or other losses arising from the Events COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE. I will instruct the Minor that if he/she observes any condition or behavior with he/she believes may be unsafe, he/she should immediately advise Maine Indoor Karting and immediately leave the area and/or discontinue participation in that portion of the Event which he/she believes may be unsafe.

2. Participant is Fit to Participate. I understand the nature of the Events and the Minor's experience and capabilities. The Minor is in good health and is qualified to participate in the Events. The Minor does not have any physical or mental condition which would make his/her presence or participation in the Events unsafe to the Minor or other participants or spectators. The Minor will not be under the influence of any alcohol or illegal drug. The Minor will not be under the influence of any legal drug which would impair his/her ability to participate safely in the Events or to understand and comply with oral or written directions.

3. Release of Claims. I and the Minor hereby RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE THE BELOWLISTED PERSONS FROM ALL LIABILITY TO ME, THE MINOR, OUR PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN, FOR ANY AND ALL INJURIES, LOSS OR DAMAGE ARISING FROM DEATH OR ARISING FROM INJURY TO ME, THE MINOR, OTHER PERSONS, OR PROPERTY, *WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE* : Maine Indoor Karting, LLC; employees or agents of Maine Indoor Karting, LLC; customers of Maine Indoor Karting, LLC; other participants; rescue workers; owners and lessees of premises or equipment used in connection with the Events; sponsors or advertisers; and the directors, officers, agents and employees of each of them.

4. Indemnification. I agree to indemnify and hold harmless Maine Indoor Karting, its directors, officers, agents and employees, from any loss, liability, damage or cost (including legal expenses and attorney fees) they may incur arising out of or related to the Events, whether caused by the Negligence of Maine Indoor Karting or otherwise.

5. Negligence; Broad Construction. I agree that this Release of Claims, Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to ALL ACTS OF NEGLIGENCE, INCLUDING NEGLIGENT RESCUE OPERATIONS. This Agreement is intended to be as broad and inclusive as permitted by law.

6. Mediation/Arbitration. This agreement is to be construed and applied in accordance with the laws of the State of Maine. In the event any dispute arises between the parties to this Agreement, the matter shall be submitted promptly to mediation in Portland, Maine and the reasonable cost of such mediation shall be split equally among the parties. In the event that mediation is unsuccessful, the dispute shall be submitted for Arbitration in Portland, Maine in accordance with the rules of the American Arbitration Association and the reasonable cost of such arbitration shall be split equally among the parties.

I HAVE READ THIS RELEASE OF CLAIMS AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AND MY MINOR CHILD HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PARENT OR GUARDIAN:

Signature: _____ Phone #: _____

Print Name: _____ Email: _____

Date: _____ Address: _____

MINOR NAME AND AGE

Minor's Name: _____ City: _____

Date of Birth: _____ Zip: _____