

**Please read carefully!**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

By signing this document, you will waive certain legal rights including the right to sue!

In consideration of Gaming Wherever Entertainment Go-Kart Company permitting me to participate in its activities, permitting me the use of its equipment and permitting me the use of its facility, I hereby release Gaming Wherever Entertainment Go-Kart company, its members, agents, employees, successors, or assigns, from any and all liability, claims demands, actions, and causes of action whatsoever, whether foreseen or unforeseen, arising out of or related in any way to my renting and operating a go-kart at the Gaming Wherever Entertainment Go-Kart company that may result in injury, death or property damage or loss or other damages to me or my family, estate, heirs, or assigns, and further to save and hold harmless Gaming Wherever Entertainment Go-Kart company, its members, agents, employees, successors or assigns, from all liability whatsoever for personal injury, property damage or loss or wrongful death caused by its negligence.

I understand that participating in the activities offered by or associated with Gaming Wherever Entertainment Go-Kart company exposes me to many inherent risks, dangers and hazards. By engaging in any activities offered by or associated with Gaming Wherever Entertainment Go-Kart company, I freely accept and fully assume all inherent dangers and hazards and the possibilities of serious bodily injury, paralysis, death and property damage or loss resulting there from. I hereby voluntarily assume all risk of loss, damage and injury, including death that may be sustained by me or any property of mine while at Gaming Wherever Entertainment Go-Kart company.

**This release shall be binding upon my family, estate, heirs, or assigns. This release shall continue in effect each time I rent and operate a go-kart at Gaming Wherever Entertainment Go-Kart Company. Gaming Wherever Entertainment Go-Kart Company may utilize photographic, video, or other images of myself for subsequent advertising and promotion purposes without any fee or consideration to myself.**

**In signing the foregoing Liability Release, I acknowledge and represent:**

1. **That I have read the foregoing Liability Release, understand it, and sign it voluntarily;**
2. **That I am not pregnant; (applies to teens and adults)**
3. **That I have not consumed alcohol or drugs, which may affect my ability to drive a go-kart in a safe manner; (applies to teens and adults)**
4. **That I do not suffer from a heart condition, high blood pressure or other medical condition which may be aggravated by my operating a go-kart;**
5. **That I will wear a helmet while operating a go-kart or otherwise while in or around the racetrack;**
6. **That I will stay seated in the go-kart until instructed by a track official to get out of the go-kart;**
7. **That I will obey all rules and regulations of Gaming Wherever Entertainment Go-Karts;**
8. **That I will closely observe and follow the instructions of all GWEE personnel;**
9. **That I agree TO PAY FOR ANY AND ALL DAMAGES to the equipment, facilities and any other part or parts**
10. **That this agreement is continuing and shall remain in effect every time I use this facility;**
11. **That if I am under 18, I must have my parent or legal guardian, sign this form.**

**(Please print clearly)**

**First Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Last Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date of birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Parent’s signature if under 18 years of age\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Would this be something you would like to have your employer do as an employee or student event? Yes \_\_\_\_\_\_\_No\_\_\_\_\_\_\_\_**

**If yes, please give us your employer’s name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Who should we contact? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**