

**ASSUMPTION OF RISK, RELEASE OF CLAIMS,
COMPLETE WAIVER, AGREEMENT NOT TO SUE,
and INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to use the property and services (the "Facilities") of Buckeye Raceway LLC, its employees, directors affiliates, heirs, landlords, leasing company, sponsors and/or agents ("Operator"), the undersigned ("Participant") hereby agrees to:

- 1. Assume any and all risks** relating to or arising from the use or presence upon the Facilities, including without limitation, the risks of death, bodily injury or property damage resulting from the use of the Facilities, collisions involving his/her vehicle with other vehicles, barriers, people, objects, the risk of the vehicle traveling through or under a barrier, sudden impacts, injuries to extremities whether inside or outside of the vehicle, fire, explosion, the unavailability of emergency medical care, or deliberate or negligent acts of another person;
- 2. Agree to and understand that:** (a) participating in or being present for Events at Buckeye Raceway 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 Operator; and (c) injuries or other losses arising from using the Facility COULD BE SEVERE AND COULD PERMANENTLY CHANGE MY FUTURE. If I observe any condition or behavior that I believe may be unsafe, I will immediately advise Buckeye Raceway personnel and immediately leave the area and/or discontinue participation in the activity that I believe to be unsafe;
- 3. Release the Operator** from any and liability to me and hereby **RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE OPERATOR, PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN, FOR ANY AND ALL INJURIES, LOSS OR DAMAGE ARISING FROM DEATH OR ARISING FROM ANY INJURY TO ME, OTHER PERSONS, OR PROPERTY, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE;**
- 4. Agree** to indemnify and defend the Operator, its directors, officers, agents and employees, from any loss, liability, judgments, damage or cost (including legal expenses and attorney fees) they may incur arising out of, or related to, the use of the Facility, whether caused by the negligence of Operator or otherwise and will release the Operator from any and all liability for any and all negligent, temporary, on site medical assistance provided to me by the Operator;
- 5. Waive** the protection of any law or statute whose purpose or effect is to provide that a general release shall not extend to any claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release;
- 6. Pay** for any damages to equipment or the Facility caused by the Participant whether negligently, accidentally or willfully;
- 7. Assure the Participant is Fit to Participate.** I understand the nature of indoor karting and my experience and capabilities. I am in in good health and am qualified to participate, am not under the influence of any alcohol or illegal drug or under the influence of any legal drug which would impair my ability to participate safely or to understand and comply with oral or written directions.
- 8. Agree** not to participate if I have a heart condition, am pregnant or have any other condition that my impair my ability to safely participate in the activities at the Facility without creating risk to myself or others;

I HAVE READ THIS AGREEMENT AND I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I SURRENDER VALUABLE RIGHTS BY SIGNING IT AND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MEER RECITAL. 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.

PARTICIPANT SIGNATURE

Signature: _____ Phone Number: _____
Print Name: _____ E-Mail: _____
Date: _____ Address: _____
Date of Birth: _____ City _____
State _____ Zip _____