



**HIGH SPORTS INC.'S GO KART FACILITIES:
ADULT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
("AGREEMENT")**

DATE: _____

NAME: _____

ADDRESS: _____

EMAIL: _____

DATE OF BIRTH: _____

DRIVER'S LICENSE No.: _____

READ THIS CAREFULLY – IT AFFECTS YOUR LEGAL RIGHTS

In return for the license to use the go kart facilities, equipment, and services of High Sport, Inc. ("Operator") located at 727 Furnace Hills Pike, Lititz, Pennsylvania 17543 ("Property"), the undersigned ("Participant"), for himself/herself, his/her heirs, assigns and legal representatives, hereby expressly agrees to:

- 1. ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OR PRESENCE ON PROPERTY.** Participant understands that operation, use, and/or participation in go kart activities involves risk of serious bodily injury, including permanent disability, paralysis, and even death, which may be caused by Participant's own actions or inactions, use or misuse, the actions of others, or conditions under which the go kart is operated. Participant acknowledges there may be other risks either not known to him or her or not readily foreseeable at this time. **PARTICIPANT ACKNOWLEDGES, ACCEPTS, AND ASSUMES ALL SUCH RISKS AND ALL RESPONSIBILITY FOR ANY INJURIES, LOSSES, COSTS, AND DAMAGES PARTICIPANT INCURS IN CONNECTION WITH USE, PARTICIPATION, OR OPERATION OF A GO KART.**
- 2. ACKNOWLEDGE, ACCEPT, AND ASSUME THE RISK OF ANY AND ALL MEDICAL CONDITIONS, LIMITATIONS, OR DISABILITIES (WHETHER TEMPORARY OR PERMANENT) THAT PARTICIPANT POSSESSES,** whether known or unknown, which might contribute to or exacerbate any injury Participant may sustain as a result of using the facilities and equipment. Participant acknowledges and agrees that if medical assistance of any kind (including emergency care, hospitalization, out-patient care, and/or physical therapy) is required or performed as a result of any injury Participant sustains while using the Property, facilities, and equipment, such assistance shall be at Participant's own expense.

3. **FULLY RELEASE, DISCHARGE, AND COVENANT NOT TO BRING ANY LAWSUIT OR CLAIM** against Operator, its owners, members, officers, directors, employees, agent, administrator, or affiliates, and if applicable, owners and lessors of the premise, (each one of them considered a "Releasee"), from all liability, claims, demands, injuries or losses alleged to be caused to Participant in whole or in part, foreseen or unforeseen, in any way by the design, manufacture, or operation of the go karts or the alleged negligence of Releasees.
4. **INDEMNIFY AND DEFEND** Operator against and hold harmless from any and all claims, demands, judgments, costs or expenses, including attorney fees, which arise in any way from Participant's use or presence upon the Property.
5. **WAIVE** the protections 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 the claim, material or otherwise, which the Operator does not know or suspect to exist at the time the release is executed.
6. **PAY** for any and all damages to the Property caused by Participant, intentionally, negligently or otherwise.

By signing this Agreement, Participant acknowledges understanding of the following "Rules" and agrees to follow said Rules:

1. No two adults may ride double karts;
2. Driver must be at least 10 years old;
3. Driver must be at least 58 inches tall (4' 10");
4. Passenger must be at least 4 years old;
5. Passenger must ride with an adult 18 years or older;
6. Participant must wear facility-issued wrist band while using go kart;
7. Participant will obey instructions of all facility personnel;
8. Participant is not under the influence of drugs or alcohol;
9. Participant is not pregnant.

Please be advised that Go Karts are motorized equipment and slight bumps may occur to the driver/passenger while the Go Kart is in use. If you feel you cannot tolerate a bump, please do not use the Go Karts.

PARTICIPANT HAS READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT AND UNDERSTANDS THAT PARTICIPANT HAS GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT AND HAS SIGNED IT FREELY AND VOLUNTARILY, WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTENDS THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREES FURTHER THAT, IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT. PARTICIPANT CERTIFIES THAT HE OR SHE IS A COMPETENT ADULT AT LEAST EIGHTEEN YEARS OF AGE.

Participant Signature

Date