

lemans«karting

PREMIER INDOOR RACING

RELEASE AND WAIVER OF LIABILITY

ASSUMPTION OF RISK AND INDEMNITY

In consideration of my child, under 18 years of age, (the "Minor") being permitted to drive, compete, officiate, observe, work for, or participate in any way in the rental or operation of go-karts or participate in any events at or operated by LeMans Karting ("LeMans") located in Fremont, California ("Premises"), I, the undersigned parent or legal guardian of the Minor ("Guardian"), expressly agree as follows:

1. Consent and Assumption of Risk. I KNOW THE NATURE OF THE ACTIVITIES WHICH TAKE PLACE ON THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE OBSERVATION AND OPERATION OF GO-KARTS (THE "ACTIVITIES"). I AM AWARE OF THE MINOR'S EXPERIENCE AND CAPABILITIES, AND BELIEVE THE MINOR TO BE QUALIFIED TO PARTICIPATE IN SUCH ACTIVITIES. I ACKNOWLEDGE THAT PARTICIPATING IN ANY WAY IN THE OPERATION AND/OR OBSERVATION OF GO-KARTS ON THE PREMISES IS HAZARDOUS. I AM VOLUNTARILY CONSENTING TO THE MINOR'S PARTICIPATION IN SUCH ACTIVITIES WITH FULL KNOWLEDGE OF THE RISKS AND DANGERS INVOLVED, INCLUDING SERIOUS BODILY INJURY, PERMANENT DISABILITY, PARALYSIS AND DEATH RESULTING FROM COLLISION WITH ANOTHER VEHICLE, PERSON OR STATIONARY OBJECT, SKIDDING, OVERTURNING, SUDDEN STOPS, BREAKING, ACCELERATION, FIRE, EXPLOSION, UNAVAILABILITY OF MEDICAL CARE, NEGLIGENT RESCUE, OR THE NEGLIGENT OR DELIBERATE ACT OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, LEMANS, AND AGREE TO ACCEPT ANY AND ALL RISK OF INJURY OR DEATH. INITIALS: _____

2. Duty to Instruct. I fully understand and will instruct the Minor that: (a) the Activities on the Premises are very dangerous and involve 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 on the Premises, the condition and layout of the Premises and equipment thereon, or the negligence of LeMans or its Related Parties as identified below; (c) there may be other Risks not known to me or that are not readily foreseeable this time; and (d) the social and economic losses and/or damages that could result from these Risks could be severe and could permanently change the Minor's future.

3. Release. I, on behalf of Minor and Minor's representatives, forever release, waive, discharge, and covenant not to sue LeMans and all of its successors, assigns, subsidiaries, franchises, affiliates, agents, employees, officers, directors, inspectors, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the Premises and each of them (collectively "Related Parties") from all liability to the Minor, Guardian or the Minor's representatives and forever releases and discharges LeMans and its Related Parties from any and all damages, claims, losses, liabilities, liens, causes of action, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise from Minor's presence in or about the Premises or his/her participation in any way in the rental or operation of go-karts or events relating thereto, including, without limitation, ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON

ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE MINOR ARISING OUT OF OR RELATED TO ACTIVITIES ON THE PREMISES, WHETHER CAUSED BY THE NEGLIGENCE OF LEMANS OR OTHERWISE, AT ANY TIME.

4. Indemnification. I forever agree to indemnify and defend LeMans against and hold it harmless from any and all damages, claims, losses, liabilities, liens, causes of action, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, brought by or on behalf of the Minor or any third party arising from or caused as a result of the Minor's presence in or about the Premises or his/her participation in any way in the rental or operation of go-karts or events relating thereto, at any time, whether or not based on the negligence of LeMans or its Related Parties.

5. Payment for Damage. I forever agree to reimburse and pay LeMans for any and all damage to the Premises or any LeMans go-karts or other property, caused by the Minor, at any time, whether driving, competing, officiating, observing, working for, or participating in any way in the rental or operation of go-karts or participating in any events in or about the Premises.

6. Complete Waiver. I agree that this Continuing Parental Consent, Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Agreement") extends to all acts of negligence by LeMans and its Related Parties, now and in the future, including negligent rescue operations, and is intended to be as broad and inclusive as is permitted by the law of the State of California and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, SIGN IT ON MY BEHALF AND ON BEHALF OF THE MINOR, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE MADE TO ME, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY, NOW AND IN THE FUTURE, TO THE GREATEST EXTENT ALLOWED BY LAW.

MEMBERSHP AGREEMENT:

In exchange for LMKSC INC (LeMans Karting) allowing access to its facility, track and/or karts to the undersigned, the undersigned (Racers Club Member) acknowledges and agrees to the following:

The Racers Club annual membership is an annual membership and expires one year from the date of application. The current rate for the annual membership is \$20 yearly. The Racers Club Daily membership is a one day membership and expires at the end of the day on which it is purchased. All fees associated with Racers Club membership, unless otherwise specified in this Agreement, are non-refundable. Memberships allow members access to the club facilities on scheduled club days, as well as special events as defined by the club. Use of the karts during club events is strictly limited to Racers Club Members. Payment of the membership dues does not grant Member any ownership rights in Lemans Karting or its facilities, or any rights of use or access not specifically defined by LeMans Karting. Non-members are allowed in the facility and in the spectator viewing areas as guests of members, but are not allowed in the member only areas or allowed to race. Go-kart racing is a highly competitive and hazardous sport where participants assume a high level of risk and injury and if you choose to become a

member and purchase track time, rent equipment and/or operate at this facility, YOU DO SO AT YOUR OWN RISK!!

I acknowledge voluntarily joining the LeMans Karting Racers Club, and voluntary participation in the sport of go-kart racing. As such I agree and further direct my heirs/or assigns to fully release and hold harmless LeMans Karting, and heirs and/or assigns from any and all liability that might be allowed in the event that I be personally injured or killed or that property damage should occur while I am operating a go-kart at LeMans Karting. I further agree to operate the kart in accordance with the rules as set by LeMans Karting.

As a member of the Racers Club, I agree that I am totally responsible for this race kart and that the kart has been inspected by me and will be inspected by me on each subsequent visit and that it is in proper mechanical and working condition. I agree to reimburse LeMans Karting for any damage occurred to the kart.

LeMans Karting reserves the right to terminate your race session and/or membership, without refund, as a result of unsafe or unsportsmanlike behavior.

Printed Name _____

Signature _____

Guardian's Signature _____