

**CONTINUING RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

READ THIS RELEASE CAREFULLY BEFORE SIGNING. IF YOU DO NOT AGREE TO THESE TERMS, THEN DO NOT PARTICIPATE OR ALLOW YOUR CHILD TO PARTICIPATE. IT IS YOUR CHOICE. BY PARTICIPATING OR ALLOWING YOUR CHILD TO PARTICIPATE, INCLUDING AS A SPECTATOR, YOU ARE AGREEING TO THESE TERMS, WHICH RELEASE US OF LIABILITY FOR INJURY TO YOU AND YOUR CHILD.

VOLUNTARY PARTICIPATION. I acknowledge that it is my choice to enter and/or to allow my child to enter the karting track and surrounding areas, now and in the future, that I have voluntarily chosen to, and/or to allow my child to, enter, to receive racing instruction, drive or race karts, or watch or assist others drive or race karts (all of which are referred to in this Release as the "**Activities**"), fully knowing about the risks, as described below. I further acknowledge that at any time I change my mind or feel anything is unsafe, I will immediately stop or stop my child from participating in the Activities, inform JHR personnel and leave the property with my child.

ASSUMPTION OF THE RISK. I AM AWARE THE *ACTIVITIES* ARE DANGEROUS ACTIVITIES. VARIOUS THINGS CAN GO WRONG during the Activities, INCLUDING BUT NOT LIMITED TO collisions between karts, whether caused by accident or reckless or aggressive driving by others, my child or me, by the lack of or negligent instruction or warning, or by different levels of drivers on the track at the same time, being struck by airborne objects, driving into objects, equipment, animals or people on or off the track, including parts that have fallen off of other karts, or skidding, overturning, sudden stops, braking, acceleration, fire, explosion, hot engine parts, contact with gasoline or other chemical substances, the unavailability of emergency medical care, the failure or breakage of karts, helmets or other provided gear (all the foregoing, together with any other potential risks, being referred to in this Release as the "**Risks**"). THE "**RISKS**" ALSO INCLUDE negligence in the creation, implementation or enforcement of any policies and procedures, in the supervision, use, operation, maintenance, design or selection of the karts, the track, the areas around the track, helmets or other gear, in the selection, training and management of instructors, or in the actions or inactions of instructors or others, including in response to Injuries or Risks to me or my child. Furthermore, the Risks from the Activities can result in DEATH, SERIOUS INJURY OR PROPERTY DAMAGE (collectively referred to in this Release, together with any other potential injuries, as the "**Injuries**"). WITH FULL KNOWLEDGE OF THE *RISKS* AND *INJURIES*, INCLUDING THOSE *RISKS* AND *INJURIES* NOT SPECIFICALLY LISTED HERE, ON BEHALF OF MY CHILD AND/OR MYSELF, I HEREBY ASSUME ALL *RISKS* AND POTENTIAL *INJURIES*, TAKE FULL RESPONSIBILITY FOR THEM, AND VOLUNTARILY PARTICIPATE AND/OR ALLOW MY CHILD TO PARTICIPATE IN THE *ACTIVITIES*, FROM TIME TO TIME. I ALSO AGREE TO STAY AND OVERSEE MY CHILD FOR THE FULL TIME HE OR SHE PARTICIPATES IN THE ACTIVITIES.

WAIVER AND RELEASE. As consideration for me and/or my child being permitted by Jim Hall Racing, Inc. ("**JHR**") to participate in the Activities, on behalf of my child, myself, and my and my child's heirs, assignees, guardians and legal representatives, I hereby RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS AND COVENANT NOT TO SUE, JHR, its owners, officers, directors, employees, contractors, affiliates, related companies (including Jim Hall Performance Driving Management, Inc.), landlord, suppliers, sponsors, consultants, or advertisers, or each or any of them (collectively, the "**Released Persons**"), for any or all Injuries, any claim or demands therefor, or any liability to me and/or my child, arising out of or relating to any of the Risks or my and/or my child's participation in any of the Activities, now and in the future, whether caused by the negligence of any of the Released Persons or otherwise.

INDEMNITY AND LIABILITY FOR DAMAGE. I AGREE TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS the Released Persons, from any loss, liability, damage, or cost they may incur (including attorneys' fees and costs), of any nature, arising out of, related to or due to my or my child's participation in the Activities, including for my or my child's action or failure to act, for any damage to the karts, equipment, track or facilities from an incident in which I or my child is involved, or for any other damage in any way arising out of my and/or my child's improper, tortuous or criminal conduct.

PHYSICAL CONDITION. I hereby state and promise that I am, and/or my child is, in good, general health, not pregnant, and neither have any heart or back condition, or any other condition which may be made worse by the Activities.

KNOWING AND VOLUNTARY EXECUTION. I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME, MY CHILD AND JHR AND THE RELEASED PERSONS, AND SIGN IT OF MY OWN FREE WILL.

CHILD'S NAME:

PARTICIPANT/PARENT'S SIGNATURE:

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