

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to enter and use the TRACK AREA (herein defined as including but not limited to the racing surface, pit areas, infield, start area, parking lot, spectator areas, restrooms and all walkways, concessions and other areas appurtenant to any area where any activity related to the NNKC shall take place, including the entire NNKC facility in Washoe County Nevada), and/or being permitted to compete, officiate, observe, work for, or for any purpose participate in or attend an NNKC event, or practice day agrees to the following release, waiver, and indemnity, and makes the following representations:

1. **I HEREBY ACKNOWLEDGE, AGREE AND REPRESENT** that I have, or will immediately upon entering the Track Area, and will continuously thereafter, inspect such Track Area and all portions thereof, and I warrant that my entry upon such Track Area or areas and my use, if any, of the track area constitutes an acknowledgment that I have inspected such Track Area and that I find and accept the same as being safe and reasonably suited for the purposes of my use or occupation, and I further agree and warrant that , at any time, I am in or about the Track Area and I feel anything to be unsafe, I will immediately advise an NNKC official of such condition and will leave the Track Area immediately.

2. **I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE NNKC**, other participants, any racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, car or kart owners, competitors, pit crews, any persons in the Track Area, promoters, sponsors, advertisers, owners and lessees of the Track Area and each of them, their officers, members and employees (all herein referred to as releases), from all liability to the undersigned, my personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of to my person or property or resulting in my injury or death, or risk of injury or death, or damage to my property, whether caused by the NEGLIGENCE of the releases or otherwise, while I am in or upon the Track Area. I have read the NNKC track rules and regulations and agree to abide by them.

3. **I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the releases and each of them from any loss, liability, damage, or cost they may incur due to my presence in or upon the Track Area, and whether caused by the of the releases or otherwise. If a member of my family under the age of 18, or a guest of mine uses or occupies the Track Area, I make this release and these representations on his or her behalf as well as my own, and I agree to assume responsibility for his or her safety. Further, I agree to indemnify and hold harmless releases in the event a minor member of my family or my guest sues them or any one of them. I understand that this means I will pay all fees, costs, and charges incurred by releases, including all , costs and charges incurred by releases, including attorney fees.

4. **I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE**, due to the negligence of releases or otherwise, while in or upon the Track Area. I am physically fit and know of no medical or health reason why I should not use or occupy the Track Area, or participate in kart racing or driving. NNKC has not represented the Track Area as being fit for my intended use, or for any particular use whatsoever. I HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE that the activities of kart racing are inherently and extremely dangerous; and involve the risk of serious injury, paralysis and/or death in addition to the risk of property damage. I further realize that those risks include falls, equipment failure, bad decision making, inattentive competitors or officials, and track surfaces that have become altered, covered or damaged by other drivers. I understand that there are unforeseeable, freakish accidents, and I assume all risks associated with such accidents, even though I cannot foresee them. I further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Nevada and that if any portion hereof is held invalid, it is agreed that each and every remaining term shall, notwithstanding, continue in full force and effect, and that any term held invalid is to be modified and enforced to the fullest extent permitted by Nevada Law.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made. This release applies to and binds my personal representative, heirs and my family. If a member of my family under the age of 18 is included in my membership or enters or uses the Track Area, I make this release and these representations on his or her behalf as well as my own, and I agree to assume responsibility for his or her safety. I agree to hold harmless and indemnify releases if any minor member of my family sues any of them. I understand this is a contract, I understand its terms, and I sign this agreement of my own free will.

_____ DATE OF BIRTH: _____

NAME OF PARTICIPANT (PRINT)

_____ DATED: _____

SIGNATURE OF PARTICIPANT/PARENT/GUARDIAN

PARENT/GUARDIAN CONSENT (for drivers under the age of 18) FOR: _____

NAME OF MINOR PARTICIPANT

(PRINT) _____ DATED: _____

NAME OF PARENT/GUARDIAN FOR MINOR PARTICIPANT (PRINT)