

YOUTH ONE DAY WAIVER (under 18 years old)

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Track 21, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf I hereby agree to release and discharge Track 21, on behalf of myself, my children, my heirs, assigns, personal representative and estate as follows.

1. **I certify that my child is at least 8 years old, at least 50” tall and will participate in the safety briefing.**
2. I acknowledge that go-karting entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
THE RISKS INCLUDE AMONG OTHER THINGS: Collision with the walls or other fixed objects, equipment failure, my own negligence, collision with other participants, objects or conditions on the track surface that may cause me to injury. Furthermore, Track 21 employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant’s fitness or abilities. They may give inadequate warnings or instructions.
3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in the activity is purely voluntary, and I elect to participate in spite of the risks.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Track 21 from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Track 21’s equipment or facilities, **including any such claims which allege negligent acts or omissions of Track 21.**
5. Should Track 21 or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume that the substantive law of that state shall apply in that action without regard to the conflict or law rules of that state.
7. In the event I file a lawsuit against Track 21, I agree to do so solely in the state of Texas, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

Signature of **Participant**: _____ Print Name: _____

Address: _____ City _____ State _____, ZIP _____ Birth date: _____

Child email: _____

PARENTS AND GUARDIANS ADDITIONAL INDENIFICATION (MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

In consideration of _____ (print minor’s name) (“Minor”) being permitted by Track 21 to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Track 21 from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent or LEGAL Guardian: _____ **Print Name:** _____

Date: _____ **Parents email:** _____

Parent or LEGAL Guardians Address:

Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

Telephone Number () _____ - _____

***Each child must have their parent/legal guardian present. If parent/guardian is not present, this form must be filled out by their Parent/legal guardian with a copy of the signing parents drivers license. If a child is 16 years or older, they must also have picture ID with date of birth on the ID. If the child is missing any of this information, they will not be able to participate in any karting activities.**