



# RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

## Circuit of The Americas, LLC Karting Activities

IN CONSIDERATION OF BEING PERMITTED TO ENTER FOR ANY PURPOSE (INCLUDING BUT NOT LIMITED TO COMPETING IN, OFFICIATING AT, OBSERVING, WORKING ON, OR OTHERWISE PARTICIPATING IN THE KARTING ACTIVITIES THE KARTING AREAS THE UNDERSIGNED, FOR HIMSELF, HIS PERSONAL REPRESENTATIVES, HEIRS, AND NEXT OF KIN:

1. Acknowledges, agrees, and represents that he/she has will immediately upon entering any of such KARTING AREAS, and will continuously thereafter, inspect the KARTING AREAS which he/she enters, and further agrees and warrants that, if at any time, he/she is in or about KARTING AREAS and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and if necessary will leave the KARTING AREAS.
2. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE CIRCUIT OF THE AMERICAS, LLC, PROMOTERS, PARTICIPANTS, RACING ASSOCIATIONS, SANCTIONING ORGANIZATIONS OR ANY SUBDIVISION THEREOF, TRACK OPERATORS, TRACK OWNERS, OFFICIALS, CAR OWNERS, DRIVERS, PIT CREWS, RESCUE PERSONNEL, ANY PERSONS IN ANY KARTING AREA, SPONSORS, ADVERTISERS, OWNERS AND LESSEES OF PREMISES USED TO CONDUCT THE KARTING ACTIVITIES, PREMISES OR EVENT INSPECTORS, SURVEYORS, UNDERWRITERS, CONSULTANTS AND OTHER PERSONS OR ENTITIES WHO GIVE RECOMMENDATIONS, DIRECTIONS, OR INSTRUCTIONS OR ENGAGE IN RISK EVALUATION OR LOSS CONTROL ACTIVITIES REGARDING THE PREMISES OR KARTING ACTIVITIES AND EACH OF THEM, THEIR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OWNERS, MEMBERS, AFFILIATES, SUCCESSORS AND ASSIGNS, ALL FOR THE PURPOSES HEREIN REFERRED TO AS "RELEASEES," FROM ALL LIABILITY TO ME, MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME, INCLUDING, BUT NOT LIMITED TO, DEATH OR DAMAGE TO PROPERTY, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE KARTING ACTIVITIES WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
4. HEREBY acknowledges that THE ACTIVITIES OF THE KARTING ACTIVITIES ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage.
5. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees and is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. The undersigned further agrees that he will permit no one else to use his credential that grants entry to the KARTING AREAS and that he personally indemnifies the Releasees against any and all liability and costs that the Releasees might incur as the result of any unauthorized use of his credential by any other person.
7. IF, DESPITE THIS RELEASE, I, OR ANYONE ON MY BEHALF, MAKES A CLAIM AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, I AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Email address