

WAIVER AND RELEASE FROM LIABILITY FOR GO KARTS AND TRACK

In consideration for being permitted to drive Go Karts at Family Fun Town, 401 S. Volusia Avenue, Orange City, Florida, I acknowledge and agree as follows:

1. I HAVE READ THE RULES FOR OPERATING THE Go Karts, and accept full responsibility for obeying the rules and all other posted rules and warning signs;
2. I understand that the course of which the Go Karts operate has curves, which require a degree of skill and responsibility to navigate safely. I have the necessary skill and will exercise the responsibility necessary to operate the Go Karts and navigate the course safely;
3. The Go Karts are controlled by individual drivers, who are capable of making mistakes and intentionally causing harm to others. I could be potentially injured, disabled, or killed, whether by my own actions (or inactions) or the actions or inactions of another driver. I freely and knowingly assume this risk. I take full responsibility for any claims or personal injury, death, or damage to personal property arising out of my use of the G Karts and/or the Go Kart track, whether to me or to other people. On behalf of myself, my heirs, my assigns and my next of kin, I waive all claims for damages, injuries and death sustained to me or property that I may have against Family Fun Town, and its members, managers, agents, employees, successors, and assigns (each a "Released Party").
4. I have been provided the opportunity to inspect the Go Karts and the track prior to signing this Waiver AND Release, and the conditions of each is completely satisfactory to me. If they were not, I would not sign this document or operate or ride in the Go Karts and the track are completely satisfactory to me.
5. I understand that the terms of this release are contractual and not a mere recital, and that I have signed this document of my own free act.

I have read this waiver and release in its entirety. I understand that I am assuming all the risk inherent in operating and/or riding the Go Karts on the track. I understand that it is a release of all claims that I may have against any released part. I understand that this is the entire agreement between me and any released party and that it cannot be modified or changed in any way by the representation or statements by any released party or by me. I voluntarily sign my name as evidence of my acceptance of all the provisions in this waiver and release and my agreement to be bound by them.

_____ Date _____ Rider's Date of Birth _____

_____ First Name _____ MI _____ Last Name _____

_____ Street Address _____ City/State/Zip Code _____

_____ Phone Number _____ Signature: _____

_____ Signature of Parent or Legal Guardian of applicable: _____ Date: _____

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