Speedpark, LLC Release and Liability Waiver for Participants

In consideration for being permitted to participate in Nitro Alley, Thundermania, Grand Prix Road Course, Sprint Indy Course, Slide, Swing, and/or any other activity or attraction of Speedpark, LLC; its affiliates, employees, members, lessors, or owners.

I, _____ DOB _____/_____/_____ hereby agree as follows:

ASSUMPTION OF RISK: I agree that I am and/or my child/ward is voluntarily participating in the activities offered by Speedpark, LLC including but not limited to, the use of equipment, attractions, facilities and premises. I am assuming on behalf of myself and/or my child/ward, **all risk** of personal injury, death or disability to myself and/or my child/ward that might result in said participation, or any damage, loss or theft of any personal property. I understand and acknowledge that there are inherent risks associated with the activities and attractions offered by Speedpark that no amount of care, caution, instruction, or expertise can eliminate.

I understand and accept the above risks of bodily injury related to these activities and attractions._____(initial)

PHYSICAL CONDITION: I confirm that I do not and/or my child/ward does not have a history of neck, back, or heart problems, and is not pregnant; or has sought a doctor's advice in reference to this/these preexisting condition(s) before participating in any of Speedpark's activities/attractions.

I understand the importance of the questions regarding me and/or my child/ward's phsyical conditon._____ (initial)

RELEASE OF LIABILITY: I agree on behalf of me, my child/ward and my/their personal representatives, successors, heirs, and assigns to hold Speedpark, LLC, its owners, officers, member, agents, and employees affiliates and the owners, lessors, manufacturers and installers of the equipment comprising the activities and attractions of Speedpark, LLC ("Releases") harmless from **any and all claims, cause of action or medical expenses** arising out of my and/or my child/ward's participation in the activities/attractions of Speedpark, and personally assume all risk including but not limited to negligence, strict liability, breach of contract, or any other act or omissions, or any other participants including myself or from any other cause.

This release is valid and effective whether the damage, loss or death is a result of any **act or omission** on the part of any of Releases or from any other cause. This waiver and release of all liability includes, without limitaiton, injuries, illness, or accidents, which may occur as a result of (a) use of the facility or its improper maintenance, (b) use of any equipment which may malfunction or break, (c) improper maintenance of any equipment, (d) instruction or supervision, or (e) slipping and falling while in the facility or on the surrounding premises.

I understand and voluntarily give up my and my child/ward's right to sue the above mentioned parties._____(initial)

I further grant Speedpark, LLC the right to photograph and/or videptape me and/or my child/ward and to use my child/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

I ACKNOWLEDGE THAT I HAVE READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT I MAY HAVE TO BRING A LEGAL ACTION OR ASSERT ANY CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST RELEASES. IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY RELEASES. I ALSO ACKNOWLEDGE THAT SPEEDPARK, LLC AND ITS AFFILIATES COULD USE MY E-MAIL ADDRESS FOR MARKETING PURPOSES AND NEITHER ENTITY WILL SHARE THIS PERSONAL INFORMATION WITH ANY NON-AFFILIATED ENTITIES.

Participant/Guardian (PRINT)	Email address	Date

Address	City	State	Zip Code

Participant/Guardian Signature

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN. READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF SPEEDPARK, LLC USES REASONABLE CARE IN PROVIDING THIS ACTIVITIY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM SPEEDPARK, LLC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND SPEEDPARK HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Parent/Legal Guardian's Name (PRINT)	Parent/Legal Guardian's Signature	Date	Staff Witness

Name of Child Participant	AGE	Name of Child Participant	AGE
Name of Child Participant	AGE	Name of Child Participant	AGE