

# G-Force Karts LLC

4245 Carolina Avenue - Richmond, VA, 23222

Telephone: 804-228-0188 – Fax 804-228-0187

## Individual Waiver and Liability Release

PLEASE READ THIS DOCUMENT CAREFULLY – IT AFFECTS YOUR RIGHTS

The undersigned being over the age of 16 (“Individual”) has requested that G-Force Karts LLC (“GFK”) allow the Individual to participate in certain activities at GFK’s indoor facility located at 4245 Carolina Avenue, Richmond, Virginia (the “Facility”)(which term includes the race track, adjoining staging and viewing areas, locker rooms and all other areas in and outside the building, including the parking lot, as well as in the lasertag and inflatable arenas). The undersigned has been advised and understands that any activities in which the Individual will participate and the areas in which the activities will occur can be dangerous and involve a number of risks including death or serious bodily injury. As an inducement of GFK to allow the Individual to enter the Facility and participate in these such activities, the individual, for himself or herself and his or her successors, heirs and legal representatives, does hereby expressly agree and acknowledge the following:

1. Individual hereby voluntarily assumes any and all risks involved or in any way related to participation in racing, lasertag, and or inflatables or presence at, within or around the facility, including, but without limitation to, the risk of death, bodily injury or property damage in the following instances:
  - a. resulting from collision between his/her vehicle and another vehicle, a person or a stationary object, skidding, overturning, sudden stops, braking, or accelerating, fire, explosion, entering and exiting the karts on pit lane, the unavailability of emergency medical care or the negligent or deliberate acts of other drivers or persons.
  - b. resulting from injuries associated with running on any surface, collision with other persons, jumping in slides or attractions, sliding onto, landing on, or falling on/into other patrons, tripping, sliding, playing and climbing. The Jungle Adventure Lasertag Arena participants must individually be aware of stationary objects, dark areas, collision with other players, fog in arena, and changing lighting due to displays.
2. Individual’s releases and forever discharges GFK, its members, managers, employees and their respective agents, affiliates, successors, heirs and assigns, the owners of the facility, Liberty Property Trust, (the Landlord of the building,) any Liberty Property Trust manager, owner, employees and their respective agents, affiliates, successors, heirs and assigns, and all persons directly or indirectly, having an interest therein (together, all of the foregoing being referred to as the “GFK Group”), from, and agrees not to sue them on account of or in connection with, any claims, causes of action, injuries, damages, costs or expenses arising out of the Individual’s use of or presence at, within or around the Facility, including, without limitation, those based on death, bodily injury, or property damage, whether or not caused by the negligence or other fault of any member of the GFK Group, including strict product liability without fault. **THE FOREGOING RELEASE IS INTENDED TO BE THE MAXIMUM AND BROADEST RELEASE PERMITTED BY LAW.**
3. The Individual waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release does not extend to claims which the person giving the release does not know or suspect to exist at the time of executing the release.
4. The Individual agrees to indemnify and hold the GFK Group harmless from and against any and all claims, causes of action, damages, judgments, costs or expenses, including attorney fees, which in any way arise from Individual’s conduct at the facility and any and all damages to the Facility, to any other driver or to any other person caused, directly or indirectly, by Individual, whether by inadvertence, negligence, willful misconduct or otherwise.

Individual’s Initials\_\_\_\_\_

5. Individual acknowledges and agrees that Individual has been advised of and understands the safety procedures and rules for participating in any activities at the Facility. Individual agrees to strictly abide by all safety and other rules and expressly agrees not to participate in any events or utilize the Facility under the influence of alcohol and/or any drugs.
6. Individual agrees that in event of any accident which may require immediate medical/dental or any other emergency care, in which no next of kin can be notified in a reasonable amount of time through reasonable means, GFK is hereby authorized to take all necessary actions as it relates to immediate medical/dental or other care, transportation and emergency medical services as warranted in the course of care of the Individual. Individual agrees that he/she shall be responsible for all fees and expenses as they relate to this paragraph.

Admission entitles each participant to act responsibly in accordance with the facility rules. In signing the foregoing Liability Release, I acknowledge and represent:

- A. I have read each section of the foregoing Liability Release and understand it. I have no medical, emotional or other condition that will impair my ability to understand instructions or participate in events without creating a risk to Driver or other participants.
- B. That I am at least 58 inches tall
- C. That I am not pregnant
- D. That I have not consumed alcohol or drugs which will affect my ability to operate a kart safely and will not consume them while at or on any area of the facility to include the parking lot.
- E. That I do not suffer from a heart condition, high blood pressure or other medical condition that is not under medical care and may affect my ability to operate a kart in a safe manner.
- F. That I will stay seated at all times in the kart and keep all body parts within the confined space of the kart for the purposes of my safety and wear my helmet, neck brace, safety harness at all times.
- G. THIS RELEASE SHALL CONTINUE IN EFFECT EACH TIME I ENGAGE IN AN ACTIVITY OR I AM IN THE FACILITY AT G-FORCE KARTS LLC.

**The undersigned has read this waiver and release, understands that by making this waiver and release, surrenders valuable rights and does so freely and voluntarily. Individual understands that the terms herein are contractual and not a mere recital; has signed this waiver and release agreement as his or her own free act and that if individual has any doubts concerning its contents, individual will consult an attorney before signing it.**

Individual will be participating in one or more of the following activities at GFK on the undersigned date:

RACING: \_\_\_\_\_ LASERTAG: \_\_\_\_\_ INFLATABLES: \_\_\_\_\_

Name* _____	Race Name* _____
Driver's License Number* _____	State* _____
Date of Birth* ____/____/____	E-Mail _____
Address* _____	City* _____ State* _____
Zip Code* _____	Telephone* _____
Signature* _____	Date* : ____/____/____
Parent/Guardian Signature* _____	Date* : ____/____/____

How did you hear about G-Force Karts?  
 Newspaper Name \_\_\_\_\_  
 Radio Station \_\_\_\_\_  
 Yellow Pages \_\_\_\_\_

Internet \_\_\_\_\_  
 Other \_\_\_\_\_

**\*REQUIRED FIELDS**