



## Release and Indemnification Agreement (“Agreement”)

**IN CONSIDERATION** of allowing the below named person (“Driver” or “I”) to operate a go-kart at Music City Indoor Karting LLC (“MCIK”), I, the undersigned, being **18 years of age or older** and legally able to enter into this Agreement, hereby: **(Please initial every paragraph below and sign at the bottom.)**

\_\_\_\_\_ **1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Music City Indoor Karting LLC its members, agents, employees, landlord, successors or assigns (“MCIK Parties”), for any and all loss or damage, and any claims, actions, or causes of action, whether known or unknown, arising out of or related in any way to the Driver’s use of the MCIK’s facility or operation of a go-kart, including bodily injury, death, property damage or loss, or other damages to the Driver or Driver’s possessions, **WHETHER CAUSED DIRECTLY, INDIRECTLY, OR NEGLIGENTLY BY MCIK PARTIES, THE DRIVER, OR ANOTHER DRIVER, OR OTHERWISE.** In Addition, an inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By visiting Music City Indoor Karting, you voluntarily assume all risks related to exposure to COVID-19.

\_\_\_\_\_ **2. AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS** MCIK Parties from liability for personal injury, property damage, wrongful death, or any other loss, damage, or cost that they may incur arising out of the Driver’s use of the Speedway facility or operation of a go-kart, **WHETHER CAUSED DIRECTLY, INDIRECTLY, OR NEGLIGENTLY BY MCIK PARTIES, THE DRIVER, OR ANOTHER DRIVER, OR OTHERWISE.**

\_\_\_\_\_ **3. EXPRESSLY ACKNOWLEDGE AND AGREE** that use of MCIK’s facility and operation of a go-kart is dangerous and involves the risk or serious injury, paralysis, death, or property damage and that I am voluntarily engaging in such activity;

\_\_\_\_\_ **4. EXPRESSLY AGREE** that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee, and that if any portion is held invalid by a court of competent jurisdiction, the balance shall continue in full legal force and effect;

\_\_\_\_\_ **5. EXPRESSLY ACKNOWLEDGE AND AGREE** that I am neither pregnant, nor do I have a history of or experience any chronic illness, disabilities, back problems, heart conditions, prior injuries; or any other physical or mental conditions, problems, or illnesses; and

\_\_\_\_\_ **6. ACKNOWLEDGE AND REPRESENT** that:

- I. No promise or agreement which is not herein expressed has been made to me in executing this Agreement, and that I am not relying upon any statements or representation of any agent or employee of MCIK or any MCIK Party;
- II. I have read the rules and regulations of the MCIK facility;
- III. This agreement shall be binding upon my family, estate, heirs, or assigns;
- IV. This agreement shall continue in effect each time I visit the MCIK facility;
- V. I HAVE READ THIS DOCUMENT AND UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS,
- VI. And I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS.

SIGNATURE: \_\_\_\_\_ TODAY’S DATE: \_\_\_\_\_

FULL NAME: \_\_\_\_\_ BIRTH DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

RACER NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_