

**RELEASE / WAIVER OF LIABILITY AND ASSUMPTION OF RISK  
APPLICATION TO DRIVE OR RIDE GO-KARTS (COVENANT NOT TO SUE)**

**THE UNDERSIGNED**

1. Has asked THE PUTTING ZOO LTD to be allowed to ride GO-KARTS and acknowledges that the game involves physical exertion and other risks, known and unknown and may result in injury or death to the undersigned or others playing the game, even if all safety rules are followed;
2. **ASSUMES ANY AND ALL RISKS INVOLVED IN OR ARISING FROM DRIVER'S USE OR PRESENCE UPON THE FACILITIES**, including, without limitation, the risks of death, bodily injury or property damage resulting from collision between his vehicle and another vehicle, a person or a stationary object; skidding; overturning; sudden stops; braking or acceleration; fire; explosion; the unavailability of emergency medical care; or the negligent or deliberate acts of another person;
3. Warrants and acknowledges that his / her physical condition is excellent and his / her mental state is sufficiently stable to enable him / her to participate safely in the game. This includes not being on any medications that would pose a risk to him or her under physically, exerting conditions.
4. Agrees to use any go-kart equipment in a manner which will not cause injury or damage to himself / herself or others playing;
5. Certifies that he / she is over 18 years old;
6. Authorizes use of photos, videos, name comments, game results, etc. for promotional purposes;
7. Understands and agrees to follow all safety rules and procedures and that such rules and procedures not followed by others could result in my injury or death;
8. PAY for any and all damages to the Facilities caused by DRIVER, negligently, willfully or otherwise;
9. Agrees to WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and / or effect is to provide that a general release shall not extend to the claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time or executing the release.

IN CONSIDERATION of being permitted to play the game, the undersigned, on behalf of himself / herself, his / her successors, hereby releases and forever discharges THE PUTTING ZOO LTD, land owners, land lease holders or managers, equipment distributors, and their successors, assigns, employees, officers, agents and franchisees, dealers or operators both jointly and severally, from any and all actions, covenants, claims and demands for damages, costs, expenses (including attorney's fees), loss or injury, however arising, including negligence of THE PUTTING ZOO LTD which may have been or may be sustained by the use, undersigned in any way relating to or arising out of the use of GO-KART equipment, including but not limited to, the manufacture, selection, delivery, possession, use, or operation of the equipment or the natural environment. The undersigned desires and agrees to assume any and all risks.

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT RELIEVING THE GAME OPERATORS AND EQUIPMENT SUPPLIERS AND THEIR EMPLOYEES FROM LIABILITY FOR INJURY TO YOU, IF YOU HAVE ANY DOUBTS CONCERNING ANY ASPECT OF ITS CONTENTS, CONSULT AN ATTORNEY BEFORE SIGNING IT. THIS HOLD HARMLESS AGREEMENT COVERS ALL GO-KART ACTIVITIES OR EVENTS I PARTICIPATE IN HEREAFTER.

I hereby agree to the above release. I have read each and every item of this Waiver. I understand that by making this agreement, I surrender valuable rights. I understand what each item means, will participate in spite of the herein mention risks and I agree to abide by the terms of this Waiver. This Waiver applies to any and all GO-KART games I participate in at present or in the future.

In witness whereof, the undersigned has executed this Release on \_\_\_\_\_, 2009

\_\_\_\_\_  
signature

\_\_\_\_\_  
PRINT NAME

**FOR PARTICIPANTS OF MINORITY AGE  
(UNDER AGE 18 AT TIME OF REGISTRATION)**

*This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree not only to his/ her release of THE PUTTING ZOO LTD and all other Releasees but also to release and indemnify the Releasees from any and all liabilities incident to his / her involvement in these programs for myself, my heirs, assigns, and next of kin.*

X \_\_\_\_\_  
PARTICIPANT'S NAME (please print)

\_\_\_\_\_ X  
PARTICIPANT'S NAME (please print)

X \_\_\_\_\_  
PARTICIPANTS NAME (please print)

\_\_\_\_\_ X  
PARTICIPANT'S NAME (please print)

X \_\_\_\_\_  
PARTICIPANTS NAME (please print)

\_\_\_\_\_ X  
PARTICIPANT'S NAME (please print)

X \_\_\_\_\_  
PARENT/ GUARDIAN'S SIGNATURE