

## **MB2 RACEWAY ADULT WAIVER AND RELEASE, EXPRESS ASSUMPTION OF THE RISK, AND INDEMNITY AND HOLD HARMLESS AGREEMENT**

**THIS AGREEMENT MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF** my ability to participate in the go kart and motorsports activities and any affiliated activities and events operated and hosted by MB2 Raceway including, without limitation, driving, riding, racing, training, learning, practicing, competing, maintaining vehicles, observing and spectating, or for any other purpose (hereinafter collectively "EVENTS") and/or **IN CONSIDERATION OF** my ability to enter into or upon the premises, locations, and facilities where said EVENTS are or will be taking place. I, on behalf of myself, and on behalf of my personal legal representatives, assigns, heirs, and next of kin (hereinafter collectively "UNDERSIGNED") hereby:

1. **WAIVER AND RELEASE. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** MB2 Raceway, the operators, franchisers, organizers, sponsors, and hosts of the EVENTS, officials, rescue personnel, the track and facility and location owners, lessors, leasees, inspectors, surveyors, insurers, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the track, facility and location, and each of their affiliated owners, subsidiaries, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, attorneys, investors, assigns, and all other persons or entities involved in the EVENTS (hereinafter collectively "RELEASEES"), **FROM ALL LIABILITY** to the UNDERSIGNED for any and all loss or damage and any claim or demands on account of **INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH** of the UNDERSIGNED arising out of or related to the UNDESIGNED's participation in any way in the EVENTS and/or the UNDERSIGNED's presence in or upon the premises, locations and facilities where the EVENTS are or will be taking place, even that caused by the ordinary **NEGLIGENCE** of the RELEASEES (hereinafter "LIABILITY"). The LIABILITY encompasses, but is not limited to, active or passive conduct, premises liability, ordinary **NEGLIGENT RESCUE EFFORTS**, and ordinary **NEGLIGENT** enforcement of (or the failure to enact or enforce) rules, regulations and guidelines. It also encompasses, without limitation, LIABILITY concerning ordinary **NEGLIGENT** selection, use, operation, design and/or maintenance of any equipment, facility, location, or service related to the EVENTS.

2. **EXPRESS ASSUMPTION OF THE RISK.** Acknowledge that the EVENTS are **EXTREMELY DANGEROUS** and involve the **RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE**. This agreement also constitutes an express and contractual **ASSUMPTION OF ALL RISKS AND DANGERS** associated with the EVENTS, which include, but are not limited to, the risk of collisions between UNDERSIGNED and/or UNDERSIGNED's vehicle and other vehicles, persons and/or stationary natural or manmade object; being struck by objects or equipment; skidding; overturning; making sudden stops; braking or acceleration; fire; explosion; the unavailability of emergency medical care; and/or the improper acts or conduct of other persons. The EVENTS will include participants of all skill and experience levels (including both professional and amateur persons) and varying levels and types of equipment, and UNDERSIGNED expressly assumes the risks associated with mixed and varying skill levels and types of equipment. **RELEASING PARTY** also acknowledges that there may be undefined and presently unknown risks and dangers associated with the EVENTS, and that there may be risks and dangers that may result from the ordinary **NEGLIGENCE** of the RELEASEES. This includes the potential ordinary **NEGLIGENCE** in the implementation or enforcement of any rules, regulation or guidelines related to the EVENTS and/or the potential ordinary **NEGLIGENCE** in the selection, use, operation, design, or maintenance of any equipment, course, competition, facility or service related to the EVENTS. UNDERSIGNED hereby expressly assumes all such risks and dangers whether presently known or unknown and acknowledges that injuries may be compounded or increased by ordinary **NEGLIGENT RESCUE OPERATIONS OR PROCEDURES**.

3. **INDEMNITY AND HOLD HARMLESS:** Agree to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the RELEASEES and each of them from any loss, liability, damage or cost they may incur (including attorneys' fees and court costs) arising out of or related to the UNDERSIGNED's participation in the EVENTS in any way or related to UNDERSIGNED's presence in or upon the premises, locations and facilities where the EVENTS are or will be taking place, even if cause by the ordinary **NEGLIGENCE** of the RELEASEES. UNDERSIGNED also hereby agrees to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the RELEASEES from any loss, liability, damage or cost (including attorneys' fees and court costs) caused by or arising out of any action or failure to act by UNDERSIGNED during or in connection with UNDERSIGNED's participation in the EVENTS in any way, and/or arising out of UNDERSIGNED's improper, tortious, and/or criminal conduct. UNDERSIGNED also agrees to pay RELEASEES for any and all damage to the premises, locations and facilities caused by UNDERSIGNED.

4. **VOLUNTARY PARTICIPATION AND INFORMED CONSENT.** Acknowledge that there are inherent dangers related to the EVENTS. I agree that I will not participate in any events or utilize the facilities if I am under the influence of drugs or alcohol, if I am pregnant, or if there is any other physical condition that may impair my ability to understand instructions or to participate without creating risk to others or myself. UNDERSIGNED acknowledges that he or she has been informed that his or her **PERSONAL SAFETY CANNOT BE GUARANTEED**. It is UNDERSIGNED's responsibility to: (1) fully disclose any health issues or medications that are relevant to participation in the EVENTS; (2) inform MB2 Raceway or its employees if there are any activities or aspects of the program about which UNDERSIGNED does not feel comfortable; (3) cease participation and promptly report to MB2 Raceway or its employees any unusual feelings or physical discomfort; and (4) clear his or her participation with his or her physician. UNDERSIGNED bears responsibility to obtain, review, and follow all rules and regulations and instructions associated with the EVENTS.

5. This Agreement is intended to be as broad and inclusive as is permitted by law, and it is intended to be fully severable. If any portion of this agreement is held invalid, it is agreed that the balance the Agreement shall continue in full legal force and effect. That shall include modifying the agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy. This agreement is to be interpreted and enforced under the laws of the States of California and/or Iowa.

**I HAVE READ THIS AGREEMENT FULLY, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME and I intend my signature to be a complete, continuing and uncontrolled release of all liability to the greatest extent allowed by law.** I acknowledge that I was given ample opportunity to read the agreement and/or have it reviewed by legal counsel of my choice. I also acknowledge that I was offered a copy of this agreement. Copies are also available on MB2 Raceway's website.

\_\_\_\_\_  
NAME OF PARTICIPANT (PRINT)

DATE OF BIRTH: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

DATED: \_\_\_\_\_

NAME OF WITNESS (PRINT): \_\_\_\_\_