

WAIVER AND RELEASE OF LIABILITY, ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, AND PARTICIPANT AGREEMENT

IN CONSIDERATION OF THE SERVICES OF RACIN MASON PIZZA & FUN ZONE, I, THE UNDERSIGNED ADULT LISTED BELOW, AM AT LEAST 18 YEARS OF AGE, AND AGREE AND UNDERSTAND THAT THE ATTRACTIONS AT RACIN MASON PIZZA & FUN ZONE HAVE INHERENT RISKS, AND THAT PARTICIPATION IN THE ACTIVITIES AND USE OF THE ATTRACTIONS AND EQUIPMENT MAY RESULT IN SERIOUS INJURY, INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN THE ASSUMPTION AND ACKNOWLEDGMENT OF RISKS PARAGRAPH BELOW. I FURTHER UNDERSTAND THAT THE GO KARTS & OTHER ATTRACTIONS AT RACIN MASON PIZZA & FUN ZONE WILL BE SHARED WITH OTHERS OVER WHOM THEY HAVE NO CONTROL. WITH THE FOREGOING UNDERSTANDING, I AGREE AS FOLLOWS:

ASSUMPTION AND ACKNOWLEDGMENT OF ALL RISKS, I, ON MY OWN BEHALF, AND ON THE BEHALF OF THE BELOW-LISTED MINORS, AS THEIR PARENT, LEGAL (COURT APPOINTED) GUARDIAN OR CUSTODIAN, KNOWINGLY, VOLUNTARILY, AND FREELY ACCEPT AND ASSUME ANY AND ALL RISKS, BOTH KNOWN AND UNKNOWN, OF INJURIES OR OTHER LOSS OR **DAMAGE MAY SUFFERED WHILE ON RACIN MASON PIZZA & FUN ZONE PREMISES, HOWEVER CAUSED, EVEN IF CAUSED WHOLE OR IN PART BY THE ACTION, IN ACTION OR NEGLIGENCE** OF RACIN MASON PIZZA & FUN ZONE, THEIR PRINCIPALS, OFFICERS, OWNERS, SHAREHOLDERS, EMPLOYEES, LANDLORD, EQUIPMENT MANUFACTURERS OR REPAIR PERSONS, SPONSORS, AGENTS (ALL COLLECTIVELY REFERRED TO BELOW AS ("RELEASED PARTIES"). SUCH RISKS INCLUDE, BUT ARE NOT LIMITED TO CUTS AND BRUISES, FALLS, BROKEN BONES, INJURIES TO WRISTS, ARMS, LEGS, ANKLES, BACKS, HEADS AND NECKS, INJURIES FROM GO KART OR OTHER ATTRACTION ACCIDENTS OR CONTACT WITH OTHER PARTICIPANTS, AND/OR SPINAL INJURIES.

WAIVER OF ALL CLAIMS, I, ON MY OWN BEHALF, AND ON BEHALF OF THE BELOW-LISTED MINORS, **EXPRESSLY WAIVE ANY AND ALL CLAIMS, SUITS OR DEMANDS FOR PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS** AGAINST THE "RELEASED PARTIES", AND EACH OF THEM INCLUDING BUT NOT LIMITED TO **ANY AND ALL NEGLIGENCE, NEGLIGENT SUPERVISION, AND NEGLIGENT INSTRUCTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, THIS WAIVER IS INTENDED TO BE A COMPLETE RELEASE OF THE RELEASED PARTIES FOR ANY AND ALL RESPONSIBILITY FOR PERSONAL INJURIES, PROPERTY DAMAGE OR DEATH SUSTAINED BY ME OR ANY OF THE BELOW LISTED MINORS ON RACIN MASON PIZZA & FUN ZONE PREMISES, WHETHER ARISING OUT OF OR RESULTING FROM MY OR THEIR PARTICIPATION IN ACTIVITIES, USE OF BOUNCERS, GO KARTS & ALL ATTRACTIONS, PARKING LOTS, PREMISES AND FACILITIES. THIS RELEASE APPLIES FOR ANY DATE IN THE FUTURE (INCLUDING TODAY'S DATE) THAT I, OR THE MINOR LISTED BELOW, MAY VISIT RACIN MASON PIZZA & FUN ZONE FACILITY, AND IS FURTHER BINDING ON THE HEIRS, REPRESENTATIVES AND ESTATES OF THE UNDERSIGNED AND MINOR(S). I FURTHER AGREE TO WAIVE, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES, FROM AND AGAINST ALL CLAIMS, DAMAGES, INJURIES, EXPENSES, OR DEATH ARISING OUT OF OR RESULTING FROM ADMINISTERING OF OR FAILING TO ADMINISTER MEDICAL ASSISTANCE TO ME OR ANY OF THE BELOW-LISTED MINORS.

INDEMNITY: I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES, AND EACH OF THEM, INCLUDING ATTORNEYS FEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS OR DEMANDS RESULTING FROM ANY LOSS, INJURY DAMAGE, OR DEATH, AS WELL AS PROPERTY DAMAGE, ARISING OUT OF, CONNECTED TO, OR RELATING IN ANY WAY TO THE PARTICIPATION IN THE ACTIVITIES DESCRIBED HEREIN, AND/OR THE PRESENCE ON THE PROPERTY.

AUTHORIZATION TO USE IMAGE AND PERSONAL INFORMATION: RELEASORS ARE HEREBY GRANTED THE RIGHT TO USE ANY IMAGES AND PERSONAL INFORMATION OF THE UNDERSIGNED, IN ANY SOCIAL MEDIA, WEBSITES, OR OTHER MARKETING MATERIALS. I, FOR MYSELF, AND AS PARENT, LEGAL (COURT-APPOINTED) GUARDIAN OR CUSTODIAN OF THE MINORS LISTED BELOW, WILLINGLY AGREE TO READ, OBEY, AND COMPLY WITH ALL POSTED, SPOKEN AND/OR SAFETY RULE SIGNS AND CONDITIONS FOR ATTENDANCE AT PARTICIPATION IN ACTIVITIES, AND USE OF ATTRACTIONS AND OTHER EQUIPMENT, AND UNDERSTAND THAT THE FAILURE TO DO SO MAY RESULT IN SERIOUS INJURY OR DEATH. I REPRESENT THAT I AND ALL MINORS LISTED BELOW ARE PHYSICALLY FIT, OTHERWISE HEALTHY AND ABLE TO SAFELY PARTICIPATE IN ALL ACTIVITIES AND USE ALL OF THE ATTRACTIONS AT RACIN MASON PIZZA & FUN ZONE. I FURTHER ACKNOWLEDGE THAT RECREATIONAL SERVICES ARE BEING PROVIDED, AND NO SALE, LEASE OR BAILMENT OF EQUIPMENT IS ANY PART OF TRANSACTION HEREIN. I AGREE THAT IF ANY PART OF THIS AGREEMENT IS DETERMINED TO BE UNENFORCEABLE, ALL OTHER PARTS SHALL REMAIN FULLY EFFECTIVE.

I, FOR MYSELF, AND FOR THE BELOW-LISTED MINORS, AS THEIR PARENT, LEGAL (COURT-APPOINTED) GUARDIAN OR AUTHORIZED CUSTODIAN, DO READ AND UNDERSTAND ENGLISH, AND HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND AGREE TO BE BOUND BY IT FOR MYSELF AND ON BEHALF OF ALL BELOW-LISTED MINORS.

NOTICE: BY SIGNING THIS, YOU ASSUME ALL RISK OF INJURY OR DAMAGE AND RELEASE THE RELEASED PARTIES FROM ALL LIABILITY TO THE FULLEST EXTENT PERMITTED BY LAW.

Adult Name (Print First & Last)	Adult Signature	Adult Date of Birth	Date
(Print)	(Sign)		
(Address)			(Cell Phone)
(City)	(State)	(Zip)	(EMAIL)

CHILD NAME (Print First & Last)	DOB	ADULT'S RELATIONSHIP TO CHILD (CIRCLE ONE)	
		Parent	Legal Guardian
		Parent	Legal Guardian
		Parent	Legal Guardian
		Parent	Legal Guardian

NAME OF PARTY YOU ARE ATTENDING (OR WRITE "N/A" IF NOT A PARTY): _____
 ADULT EMERGENCY CONTACT: _____ CELL PHONE _____, EMAIL _____