



Salmon Arm Go-Karts & Mini-Golf

2006

PLEASE READ CAREFULLY



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

By signing this document you will waive certain legal rights including the right to sue! .

In consideration of Salmon Arm Go-Karts & Mini-Golf permitting me to participate in its activities, permitting me the use of its equipment and permitting me the use of its facilities, I hereby release Salmon Arm Go-Karts & Mini-Golf, its members, agents, employees, successors, or assigns, from any and all liability, claims demands, actions, and causes of action whatsoever, whether foreseen or unforeseen, arising out of or related in any way to my renting and operating a go-kart at the Salmon Arm Go-Karts & Mini-Golf that may result in injury, death or property damage or loss or other damages to me or my family, estate, heirs, or assigns, and further to save and hold harmless Salmon Arm Go-Karts & Mini-Golf , it's members, agents, employees, successors or assigns, from all liability whatsoever for personal injury, property damage or loss or wrongful death caused by its negligence.

I understand that participating in the activities offered by or associated with Salmon Arm Go-Karts & Mini-Golf exposes me to many inherent risks, dangers and hazards. By engaging in any activities offered by or associated with Salmon Arm Go-Karts & Mini-Golf, I freely accept and fully assume **all inherent dangers and hazards** and the possibilities of serious bodily injury, paralysis, death and property damage or loss resulting there from. **I hereby voluntarily assume all risk of loss, damage and injury, including death that may be sustained by me or any property of mine while at Salmon Arm Go-Karts & Mini-Golf.**

This release shall be binding upon my family, estate, heirs, or assigns. This release shall continue in effect each time I rent and operate a go-kart at Salmon Arm Go-Karts & Mini-Golf. Salmon Arm Go-Karts & Mini-Golf may utilize photographic, video or other images of myself for subsequent advertising and promotion purposes without any fee or consideration to myself.

In signing the foregoing Liability Release, I acknowledge and represent:

- a) That I have read the foregoing Liability Release, understand it, and sign it voluntarily;
- b) THAT I HOLD A VALID DRIVER'S LICENCE OR LEARNER'S PERMIT;**
- c) That I am not pregnant;
- d) That I have not consumed alcohol or drugs, which may affect my ability to drive a go-kart in a safe manner;
- e) That I do not suffer from a heart condition, high blood pressure or other medical condition which may be aggravated by my operating a go-kart;
- f) That I will wear a helmet and a neck brace while operating a go-kart or otherwise while in or around the racetrack;
- g) That I will stay seated in the go-kart until instructed by a track official to get out of the go-kart;
- h) That I will obey all rules and regulations of Salmon Arm Go-Karts & Mini-Golf;
- i) That I will closely observe and follow the instructions of all facility personnel;
- j) That I agree **TO PAY FOR ANY AND ALL DAMAGES** to the equipment, facilities and any other part or parts thereof caused by me, negligently, willfully or otherwise;
- k) That this agreement is continuing and shall remain in effect every time I use this facility;
- l) That if I am under 18, I must have my parent or legal guardian, sign this form.

(Please print clearly)

First Name: _____ Last Name: _____

Date of Birth: _____ Phone # : _____

Address: _____ City: _____ Province: _____
Postal Code: _____

Drivers License#: _____ Signature: _____

Date: _____ Parent's Signature ⊗ If under 18 _____

Would this be something you would like to have your employer do as an employee event? Yes _____ No _____

If yes, please give us your employers name _____

Who should we contact? _____ Phone: _____