

**READ THIS DOCUMENT CAREFULLY - IT AFFECTS YOUR RIGHTS!**

**WAIVER AND RELEASE; COVENANT NOT TO SUE; INDEMNITY AND HOLD HARMLESS;  
ASSUMPTION OF RISKS; AND VOLUNTARY PARTICIPATION AND INFORMED CONSENT**

IN CONSIDERATION OF my being permitted to participate in the go kart and motorsport activities and any affiliated activities and events operated by Driven Raceway Rohnert Park, LLC at or around 4601 Redwood Drive, Rohnert Park, California, or operated by Driven Raceway Fairfield, LLC at or around 1560 Gateway Boulevard, Fairfield, California (hereinafter collectively referred to as "Driven Raceway") including, without limitation, driving, riding, racing, training, learning, practicing, competing, maintaining karts, observing and spectating, or for any other purpose (hereinafter collectively "EVENTS") and/or IN CONSIDERATION OF my being permitted 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 "THE UNDERSIGNED") hereby:

1. WAIVER AND RELEASE. RELEASE, WAIVE AND DISCHARGE Driven Raceway, their respective managers, members, officers, employees, operators, organizers, sponsors, hosts of the EVENTS, officials, lessors, inspectors, insurers, underwriters, consultants, investors, volunteers, independent contractors, agents and legal representatives, and their respective heirs, successors, and assigns (hereinafter collectively "THE RELEASEES") from any and all liability to THE UNDERSIGNED on account of, arising out of, or in connection with any and all injuries, losses or damages, and any claims or demands for any injuries, losses or damages, to the person or property of THE UNDERSIGNED or resulting in the death of THE UNDERSIGNED, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of THE RELEASEES, while THE UNDERSIGNED is on the property, using the property, facilities and services thereon, or participating in any way in any of the EVENTS thereon;
2. COVENANT NOT TO SUE. AGREE NOT TO SUE THE RELEASEES, on account of, arising out of or in connection with any and all injuries, losses or damages to the person or property of THE UNDERSIGNED, or resulting in death of THE UNDERSIGNED, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of THE RELEASEES, while THE UNDERSIGNED is on the property, using the property, facilities and services thereon, or participating in any way in any of the EVENTS thereon;
3. INDEMNITY AND HOLD HARMLESS. AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES, from any loss, liability, damage or cost they incur (including attorneys' fees and court costs), or any claim or lawsuit filed against them, on account of, arising out of, or in connection with the presence of THE UNDERSIGNED on the property, or THE UNDERSIGNED's use of the property or of the facilities and services thereon, or THE UNDERSIGNED's participation in any way in any of THE EVENTS thereon, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of THE RELEASEES; THE UNDERSIGNED also agrees to pay Driven Raceway for any and all damage to their respective property, facilities and equipment caused by THE UNDERSIGNED;
4. EXPRESS ASSUMPTION OF RISKS. ASSUME ANY AND ALL RISKS of injury, death, loss or damage to the person or property of THE UNDERSIGNED, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of THE RELEASEES, while THE UNDERSIGNED is on the property, using the property, facilities and services thereon, or participating in any way in any of the EVENTS thereon;

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

6. SEVERABILITY; CHOICE OF LAW. 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 of 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 under and governed by the laws of the State of California.

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. If I am signing this Agreement on behalf of any minor participant, I hereby represent and warrant to Driven Raceway that I am the parent or legal guardian of the minor participant with full rights to act as such under all applicable laws.

Signature of Adult Participant or Parent  
or Legal Guardian of Minor Participant

Printed Name of Participant

Printed Name of Parent or Legal Guardian  
Of Minor Participant (if applicable)

Date Signed