



**MINOR WAIVER FORM- PLEASE READ THIS CAREFULLY
IT AFFECTS YOUR LEGAL RIGHTS**

At JUSS Racing and Entertainment Denver LLC, d/b/a and hereinafter referred to as Podium Karting & Events, safety is our top priority. Podium Karting & Events is a membership racing facility intended for competitive racing events and functions. Please take the time to read our Minor Waiver Form. All fields must be completed by a parent or legal guardian ("PARENT") in accordance with one of the following three options:

A PARENT must sign the electronic Minor Waiver form on the premises of Podium Karting & Events at the time of registration;

OR

The minor's PARENT must complete and digitally sign an online electronic Minor Waiver form, accessible at <http://www.podiumkarting.com>.

OR

The minor must present a completed Minor Waiver Form that was signed by a PARENT at another time and witnessed by an Podium Karting & Events Employee;

OR

The minor must present a completed Minor Waiver Form that was signed in advance by a PARENT and NOTARIZED by a registered Notary Public. If the form is not duly notarized, the Minor will not participate; there are no exceptions to this rule.

The minor must submit a completed Minor Waiver Form in one of the above forms at the front desk of Podium Karting & Events at the time of race purchase in order to participate in kart racing. Thank you for your compliance with our waiver process; we pride ourselves on creating a safe racing environment.

In return for the license to use the facilities and services (the "Facilities") and to be on the premises (the "Premises") of Podium Karting & Events ("OPERATOR") at this or any owned or affiliated facilities (as well as those of any other persons or entity related thereto) and/or its subsidiaries and affiliates, I, the undersigned PARENT, for myself, the Minor Child on whose behalf I am signing ("PARTICIPANT"), my heirs, assigns, and legal representatives, hereby expressly agree to:

1. ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE PARTICIPANT'S USE OF THE FACILITIES OR PRESENCE ON THE PREMISES, including, without limitation, the risks of death, bodily injury, or property damage resulting from collision between the PARTICIPANT'S vehicle and another vehicle, a person or 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;
2. RELEASE OPERATOR, company, company owners, and all its successors, assigns, subsidiaries, branches, operators, franchisees, affiliates, officers, directors, employees and agents, landlords, and even sponsors from, and not bring a claim against them on account of or in connection with any claims, causes of action, injuries, damages, costs, or expenses arising out of my use of the Facilities or presence on the Premises, including without limitation those based on death, bodily injury, or property damage, whether or not caused by the negligence or other fault of OPERATOR, including strict product liability or any other liability without fault;
3. RELEASE OPERATOR, other parties identified in paragraph 2, and owners of the facilities ("OWNERS") of any and all responsibility to him or her and agrees to indemnify and hold harmless OPERATOR and OWNERS against any and all damages or injuries arising out of the use of the Facilities by any party, including other Participants, or by negligent acts of OPERATOR or PARTICIPANT;
4. GRANT company, company owners, and all successors, assigns, subsidiaries, branches, operators, franchisees, affiliates, officers, directors, employees and agents, landlords, and even sponsors the irrevocable and unrestricted right to use and publish images of the PARTICIPANT, or images in which the PARTICIPANT may be included, for editorial trade, advertising, and any other purpose and in any manner and medium and to alter same without restriction. I, on behalf of the PARTICIPANT, hereby release OPERATOR and its legal representatives and assigns from all claims and liability relating to said images;

5. 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;
6. INDEMNIFY AND DEFEND OPERATOR against and hold harmless from any and all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees, which in any way arise from my use of the Facilities or presence on the Premises;
7. PAY for any and all damages to the Facilities or Premises caused by the PARTICIPANT, negligently, willfully, or otherwise; and
8. AGREE that, by participating in events or the utilization of facilities of OPERATOR, I, on behalf of the PARTICIPANT, acknowledge that both the PARTICIPANT and I are cognizant of all the inherent dangers of driving vehicles offered to us as well as the basic safety rules for driving such vehicles, and if not, I will advise OPERATOR and request further assistance so that I may fully understand them. I agree that the PARTICIPANT will not take part in any events or utilize the facilities if I am under the influence of drugs or alcohol, if the PARTICIPANT is pregnant, or if there is any other physical condition that may impair the PARTICIPANT's ability to understand instructions or to participate without creating risk to others or him/herself.

I HAVE READ THIS AGREEMENT. I UNDERSTAND THAT, BY ENTERING INTO THIS AGREEMENT, I SURRENDER VALUABLE RIGHTS; I DO SO FREELY AND VOLUNTARILY. I FURTHER CERTIFY THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT, THAT I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT, THAT I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL, AND THAT I HAVE SIGNED THIS AGREEMENT AS MY OWN FREE ACT. IF I HAVE ANY DOUBTS CONCERNING THE CONTENTS OF THIS AGREEMENT, I WILL CONSULT AN ATTORNEY BEFORE SIGNING IT.

MINOR NAME: _____ MINOR DATE OF BIRTH: _____

PARENT NAME: _____ PARENT PHONE NUMBER: _____

PARENT MAILING ADDRESS: _____

PARENT EMAIL ADDRESS: _____

PARENT SIGNATURE*: _____ DATE: _____

***THIS FORM MUST BE:**

A) SIGNED BY A PARENT OR LEGAL GUARDIAN UNDER THE SUPERVISION OF AN PODIUM EMPLOYEE

PODIUM EMPLOYEE NAME: _____

PODIUM EMPLOYEE SIGNATURE: _____

OR

B) SIGNED BY A PARENT OR LEGAL GUARDIAN AND DULY NOTARIZED

STATE OF COLORADO)
)
 County of _____)

Subscribed, sworn to, and acknowledged, under oath, before me on this _____ day of _____, 20_____.

My commission expires: _____ NOTARY PUBLIC: _____.

SEAL: