



UNSERRACING

**MINOR WAIVER FORM - PLEASE READ THIS CAREFULLY
IT AFFECTS YOUR LEGAL RIGHTS
MUST BE PRINTED ON BOTH SIDES OF A SINGLE SHEET TO BE VALID**

At Unser Racing and Entertainment Denver, LLC, safety is our top priority. Unser Racing 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 and the parent or guardian must act in accordance with one of the following three options:

A parent or guardian must sign the electronic Minor Waiver form on the premises of Unser Racing and Entertainment Denver at the time of registration;

OR

The minor must present a completed Minor Waiver Form that was signed by a legal guardian at another time and witnessed by an Unser Employee;

OR

The minor must present a completed Minor Waiver Form that was signed in advance by a legal guardian and legally notarized.

The minor must submit a completed Minor Waiver Form in one of the above three forms at the front desk at Unser Racing and Entertainment Denver 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 in creating a safe racing environment.

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In return for the license to use the facilities and services (the "Facilities") and to be on the premises (the "Premises") of the Operator of 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 ("OPERATOR"), I, the undersigned participant ("PARTICIPANT"), for myself, my heirs, assigns, and legal representatives, hereby expressly agree to:

1. ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM MY 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 my, 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 by PARTICIPANT;
4. 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;
5. 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;

- 6. PAY for any and all damages to the Facilities or Premises caused by me, the PARTICIPANT, negligently, willfully, or otherwise; and
- 7. AGREE that, by participating in events or the utilization of facilities of OPERATOR, I, the PARTICIPANT, acknowledge that I, the PARTICIPANT, am cognizant of all the inherent dangers of driving vehicles offered to me 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 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.

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 OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT, THAT I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL, THAT I HAVE SIGNED THIS AGREEMENT AS MY OWN FREE ACT, AND IF I HAVE ANY DOUBTS CONCERNING THE CONTENTS OF THIS AGREEMENT, I WILL CONSULT AN ATTORNEY BEFORE SIGNING IT.

MINOR NAME: _____ DATE OF BIRTH: _____

GUARDIAN NAME: _____ GUARDIAN PHONE NUMBER: _____

GUARDIAN ADDRESS: _____

GUARDIAN EMAIL ADDRESS: _____

GUARDIAN SIGNATURE*: _____ DATE: _____

***THIS FORM MUST BE:**

A) SIGNED BY A LEGAL GUARDIAN UNDER THE SUPERVISION OF AN UNSER EMPLOYEE

UNSER EMPLOYEE NAME: _____

UNSER EMPLOYEE SIGNATURE: _____

OR

B) SIGNED BY A LEGAL GUARDIAN AND LEGALLY 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: