

**POLE POSITION RACEWAY DES MOINES/TEAM-1 KARTING IOWA, INC MINOR WAIVER AND
RELEASE, EXPRESS ASSUMPTION OF THE
RISK, AND INDEMNITY AND HOLD HARMLESS AGREEMENT**

THIS AGREEMENT MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF my ability to participate in the go kart and motorsports activities and any affiliated activities and events operated and hosted by Pole Position Raceway Des Moines/Team-1 Karting Iowa, Inc. including, without limitation, driving, riding, racing, training, learning, practicing, competing, maintaining vehicles, observing and spectating, or for any other purpose (hereinafter collectively “EVENTS”) and/or **IN CONSIDERATION OF** my ability 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 “UNDERSIGNED”) hereby:

1. **WAIVER AND RELEASE.** **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE POLE POSITION RACEWAY DES MOINES/TEAM-1 KARTING IOWA, INC.,** the operators, franchisers, organizers, sponsors, and hosts of the EVENTS, officials, rescue personnel, the track and facility and location owners, lessors, lessees, inspectors, surveyors, insurers, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the track, facility and location, and each of their affiliated owners, subsidiaries, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, attorneys, investors, assigns, and all other persons or entities involved in the EVENTS (hereinafter collectively “RELEASEES”), **FROM ALL LIABILITY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH** of the UNDERSIGNED arising out of or related to the UNDERSIGNED’s participation in any way in the EVENTS and/or the UNDERSIGNED’s presence in or upon the premises, locations and facilities where the EVENTS are or will be taking place, even that caused by the ordinary **NEGLIGENCE** of the RELEASEES (hereinafter “LIABILITY”). The LIABILITY encompasses, but is not limited to, active or passive conduct, premises liability, ordinary **NEGLIGENT RESCUE EFFORTS**, and ordinary **NEGLIGENT** enforcement of (or the failure to enact or enforce) rules, regulations and guidelines. It also encompasses, without limitation, LIABILITY concerning ordinary **NEGLIGENT** selection, use, operation, design and/or maintenance of any equipment, facility, location, or service related to the EVENTS.

2. **EXPRESS ASSUMPTION OF THE RISK.** Acknowledge that the EVENTS are **EXTREMELY DANGEROUS** and involve the **RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE.** This agreement also constitutes an express and contractual **ASSUMPTION OF ALL RISKS AND DANGERS** associated with the EVENTS, which include, but are not limited to, the risk of collisions between UNDERSIGNED and/or UNDERSIGNED’s vehicle and other vehicles, persons and/or stationary natural or manmade object; being struck by objects or equipment; skidding; overturning; making sudden stops; braking or acceleration; fire; explosion; the unavailability of emergency medical care; and/or the improper acts or conduct of other persons. The EVENTS will include participants of all skill and experience levels (including both professional and amateur persons) and varying levels and types of equipment, and UNDERSIGNED expressly assumes the risks associated with mixed and varying skill levels and types of equipment. **RELEASING PARTY** also acknowledges that there may be undefined and presently unknown risks and dangers associated with the EVENTS, and that there may be risks and dangers that may result from the ordinary **NEGLIGENCE** of the RELEASEES. This includes the potential ordinary **NEGLIGENCE** in the implementation or enforcement of any rules, regulation or guidelines related to the EVENTS and/or the potential ordinary **NEGLIGENCE** in the selection, use, operation, design, or maintenance of any equipment, course, competition, facility or service related to the EVENTS. **UNDERSIGNED** hereby expressly assumes all such risks and dangers whether presently known or unknown and acknowledges that injuries may be compounded or increased by ordinary **NEGLIGENT RESCUE OPERATIONS OR PROCEDURES.**

3. **INDEMNITY AND HOLD HARMLESS:** Agree to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the RELEASEES and each of them from any loss, liability, damage or cost they may incur (including attorneys’ fees and court costs) arising out of or related to the UNDERSIGNED’s participation in the EVENTS in any way or related to UNDERSIGNED’s presence in or upon the premises, locations and facilities where the EVENTS are or will be taking place, even if cause by the ordinary **NEGLIGENCE** of the RELEASEES. **UNDERSIGNED** also hereby agrees to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the RELEASEES from any loss, liability, damage or cost (including attorneys’ fees and court costs) caused by or arising out of any action or failure to act by **UNDERSIGNED** during or in connection with **UNDERSIGNED**’s participation in the EVENTS in any way, and/or arising out of **UNDERSIGNED**’s improper, tortious, and/or criminal conduct.

