

INDOOR KART RACING IS AN INHERENTLY DANGEROUS ACTIVITY AND IS PHYSICALLY DEMANDING. IF YOU HAVE BACK PROBLEMS, A HEART CONDITION, OR ARE PREGNANT, YOU COULD BE AT GREAT RISK. PLEASE CONSULT YOUR PHYSICIAN BEFORE PARTICIPATING IN ANY RACING ACTIVITY.

Safety is the highest priority for everyone at Redline Racing, LLC, a Commonwealth of Kentucky limited liability company (“Redline Racing”). Indoor karting is real racing. If is not an amusement ride and accidents can happen. Accidents are much more likely to occur if you do not heed the instructions available to you, do not pay attention to flags, or drive aggressively or beyond your ability.

REDLINE RACING HAS A ZERO-TOLERANCE POLICY FOR THE CONSUMPTION OF ALCOHOL PRIOR TO RACING. Drivers suspected of being under the influence will be requested to submit to a breathalyzer test administered by our staff. A positive test for the presence of alcohol will result in your racing privileges being terminated for the balance of your visit.

Kart racing is a non contact sport. We do not tolerate any bumping and or blocking. If you are unable to pass the kart in front of you, do not bump them out of the way. Swearing or generally rude behavior toward the staff of other drivers will not be tolerated. If you spin your kart and are unable to rejoin the race, DO NOT GET OUT OF YOUR KART – a track marshal will assist you. Speed in the pit lanes is not to exceed a walking pace.

Failure to comply with any staff request will result in the in the suspension or termination of your racing or facility privileges for the balance of your visit; it is for your safety that staff instructions and decisions are final. Repeat offenses may result in a permanent ban from the Redline Racing premises.

FLAGS

Yellow – There is an incident ahead. Slow your kart to half race speed, and do not pass. Drive in single file until you are past the incident with no more yellow flags in front of you (you may find your kart being slowed automatically).

Green – Shown after a full course of yellow flag to indicate that it is safe to start racing again.

Red – STOP safely. It is unsafe to continue any further around the track. Wait in your kart, and follow the track Marshall’s instructions.

Blue w/ Orange Sash – Please move to the outer side of the track, and let the driver behind you pass.

Checkered – End of the race/session. Slow down to yellow conditions, and return to the pit lane.

I have read and understand the regulations of Redline Racing.

In consideration of allowing me to operate a kart, observe kart racing, or participate in any way in the activities at Redline Racing (including both the building and parking lot located at 24 Spiral Dr., Florence, KY) my personal representatives, heirs, next of kin, successors and assigns:

1. I acknowledge, agree and represent that I have or will immediately upon entering any of the Restricted Areas (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), and will continuously thereafter, inspect the Restricted Areas that I enter, and deem such Restricted Areas as being safe and reasonably suited for my intended purpose. If at any moment I feel

anything inside the Restricted Areas or the Property to be unsafe, I will immediately advise Redline Racing personnel of such and will immediately leave the Restricted Area or Property.

2. I hereby agree to assume all responsibility and liability for all acts or activities of myself for any and all bodily injury, death, or property damage that may be caused by me or by my kart, motor, properties, or possessions, including but not limited to actions in any way arising out of or resulting from the operation of the kart, whether caused by one of the Indemnified Parties (as defined below) or otherwise.
3. I hereby release, waive, discharge and covenant not to sue Redline Racing, LLC, a State of Kentucky limited liability company ("Redline Racing") and its officers, agents, members, or employees, its landlord, and their successors or assigns (all hereinafter referred to as the "Indemnified Parties") from or for any and all liability to me, my personal representatives, heirs, next of kin, successors and assigns, or any third party for all harm, loss, liability, damages or costs (including, without limitation, attorneys' fees and costs) for bodily injury, death, or property damage that may be caused by me or by my kart, motor, properties, or possessions, including, but not limited to, actions in any way arising out of or resulting from the operation of the kart, whether any such claim may be based upon alleged active or passive negligence, whether caused by me, one of the Indemnified Parties, another customer, or otherwise, or upon any alleged breach of any statutory duty or obligation.
4. I hereby agree to indemnify and hold harmless any of the Indemnified Parties for, from and against any and all harm, loss, liability, damages or costs (including, without limitation, attorneys' fees and costs) they may incur due to any and all lawsuit, claims, regulatory proceedings, investigations, arbitrations or other proceedings brought against the Indemnified Parties arising out of my injury or death or damage to property that may incur while I am in the Property or any claims brought by third parties and whether caused by me, the Indemnified Parties, another customer or otherwise.
5. I hereby acknowledge and agree that the activities taking place in the Restricted Areas are very dangerous and involve the risk of serious injury and/or death and/or paralysis and/or property damage, and that the activities may become more hazardous or dangerous during the time I am in the Restricted Areas. I am aware of all the risks and hazards inherent with operating a kart at Redline Racing Indoor Karting.
I also expressly acknowledge and agree that injuries received may be compounded or increased by negligent rescue operations or procedures of the Indemnified Parties. This Waiver shall extend to all negligent acts by the Indemnified Parties, including, without limitation, negligent rescue operations, and is intended to be as broad and inclusive as is permitted by the laws of the State of Kentucky, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.
6. I agree to allow Redline Racing to utilize my name and/or image and/or likeness in connection with any promotional activities, including, without limitation, in any and all media such as television, film, video, print and electronic form.
7. Redline Racing does not provide medical or liability insurance, all applicants must have their own valid medical insurance coverage.

Redline Racing reserves the right to revoke all rights and privileges pertaining to participant's involvement in, or related to, its activities.

8. THE MAXIMUM AMOUNT OF LIABILITY TO BE CHARGED TO REDLINE RACING INDOOR KARTING SHALL BE THE AMOUNT OF FEES PAID BY ME TO REDLINE RACING INDOOR KARTING FOR THE GOODS AND SERVICES PROVIDED BY REDLINE RACING INDOOR KARTING, REGARDLESS OF THE

NATURE OF THE CLAIMS MADE BY ME, WHETHER STATED IN TORT OR IN CONTRACT, AND WHETHER REDLINE RACING INDOOR KARTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY. I NO EVENT SHALL REDLINE RACING INDOOR KARTING BE LIABLE FOR DIRECT, INDIRECT, COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES.

In signing this waiver, I acknowledge and represent:

- a. I am at least 18 years of age and possess a valid state driver's license, and if either of these requirements are not met, I will have my parent or legal guardian sign this form;
- b. I have read the foregoing Waiver, understand it, and sign voluntarily;
- c. I am not pregnant;
- d. I have not consumed alcohol or drugs in the last 12 hours, which affects my ability to drive a kart in a safe manner;
- e. I do not suffer from high blood pressure, a heart condition, back problems, or any other medical condition which may be aggravated by operating a kart;
- f. I will wear a helmet, neck brace and stay seated in the kart with the safety belt fastened until instructed by a track official to remove the helmet and safety belt, and vacate the kart. I will refrain from engaging in negligent, reckless, willful or wanton conduct during my participation, including but not limited to skirmishing with other customers or Redline Racing personnel.
- g. I have read, understand, and will obey all rules and regulations of Redline Racing Indoor Karting;
- h. Prior to operating a kart I will watch the Redline Racing safety instructions;
- i. I will closely observe and follow the instructions of all posted signs and Redline Racing personnel; and
- j. This Waiver is continuing and shall remain in effect for this and future visits to Redline Racing.

By voluntarily affixing my signature below, I warrant that I have read and understand all of the foregoing, that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, guarantee, or other oral representation being made to me, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

IN WITNESS WHEREOF, I have executed this Waiver to be effective as of today.

Signature of Participant

Printed Name of Participant

Date

If user is under 18 years old: Parent or legal guardian must consent.

I, as parent or legal guardian of the above minor, hereby give my consent to the terms and conditions set forth in this release form.

Signature (Parent or Legal Guardian)

Printed Name

Date