ACKNOWLEDGEMENT OF RISK, WAIVER OF LIABILITY, RELEASE

In consideration of my ability to participate in the go kart and motorsports activities and any and all associated activities and events operated and hosted by PIONEER VALLEY INDOOR KARTING (hereinafter collectively "PVIK") including, without limitation, driving, riding, racing, training, learning, practicing, competing, maintaining vehicles, observing, recreation of every type and description, and/or for any other purpose (hereinafter collectively "Events") and 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, for myself, my representatives, agents, assigns, successors, heirs, and next of kin (hereinafter collectively "undersigned") hereby agree and represent as follows:

The undersigned hereby releases PVIK and its owners, employees, contractors, permittees, agents, representatives, assignees, successors, heirs, volunteers and other entities working for or with PVIK, as well as its landlord of the property on which PVIK is operating and its owners, employees, contractors, permittees, agents, representatives, assignees, successors, heirs, volunteers and other entities working for or with it (hereinafter collectively "Landlord") from any and all liability, loss, damages, costs, claims and/or causes of action, including but not limited to injury to the person or property and emotional and bodily injuries, including death, including without limitation any and all liability caused or occasioned by the sole or partial fault or negligence of PVIK or Landlord, arising in any way from or related to the undersigned's participation in any Events as herein described, the undersigned's presence on, in, or about the premises where said Events are or will be taking place, and the undersigned's use of PVIK and/or Landlord's premises, facilities, equipment, and machinery.

The undersigned acknowledges that he/she will be participating in activities, including but not limited to, go carting and motorsports activities, which involve the risk of injury to person or property, including death. With full knowledge of the risks involved, the undersigned hereby expressly assumes and accepts any and all risks of injury, death, damage, or loss that may occur as a result of his/her participation in PVIK's activities or programs and/or the use of PVIK and Landlord's premises, facilities, equipment, and/or machinery. The undersigned hereby releases and holds PVIK and Landlord harmless from liability for any such injury or damage, including any injury or damage that may result from PVIK and/or Landlord's negligence and that may occur as a result of any emergency care provided, if any. The undersigned also hereby agrees to indemnify, save, and hold harmless PVIK and Landlord from any liability, loss, damages, costs, claims and/or causes of action they may incur (including attorney's fees and court costs), arising out of or related to the undersigned's participation in the Events or in any way related to the undersigned's presence in or upon the premises where the Events are or will be taking place, including without limitation that caused by the negligence of PVIK and/or Landlord and that occurred as a result of emergency care provided. The undersigned also agrees to pay PVIK for any and all damages to the premises, facilities, equipment, and/or machinery caused by the undersigned.

The undersigned acknowledges that he/she will not participate in any Events or utilize the premises, facilities, equipment, or machinery if under the influence of alcohol or drugs, or have a physical condition that would impair his/her ability to understand and follow directions and participate without creating risk to others or him/herself. It is the undersigned's responsibility to consult with a doctor prior to participation and to participate only in those activities for which he/she has been cleared by his/her personal doctor, and possesses the required skills, qualifications, training and physical conditioning.

PVIK reserves the right to deny participation to any person for any reason, including, but not limited to, failure to complete and sign this Acknowledgement of Risk, Waiver of Liability, and Release form, failure to follow PVIK rules and regulations, failure to follow PVIK and/or Landlord written or oral instructions/commands, display of actions or attitude that PVIK deems to be detrimental to its business and/or other patrons, possession of banned or illegal substances, and engaging in unsafe or erratic behaviors/actions. In such an instance, PVIK reserves the right to require that any person leave the premises immediately and without refund of any fees paid.

In the event of an emergency requiring medical care, the undersigned authorizes PVIK to use its best efforts to obtain whatever medical treatment it, in its sole discretion, deems appropriate under the circumstances, and consents to receive such medical treatment, if any. The undersigned acknowledges that PVIK and/or Landlord shall have no responsibility to pay for medical treatment and related costs in any event.

The undersigned agrees that he/she may be photographed and consents to the use of any photograph, video, film, or likeness to be used by PVIK and/or Landlord for any legitimate business purpose.

The undersigned agrees that this Acknowledgement of Risk, Waiver of Liability and Release is intended to be and shall be construed as broadly and inclusively as is permitted by the law of the Commonwealth of Massachusetts or other applicable laws, and that it is fully severable, such that if any portion is held to be invalid, the undersigned agrees that the balance shall nonetheless continue in full force and effect. The undersigned also agrees that no oral or written representations can or will alter the contents of this document.

By signing this Acknowledgement of Risk, Waiver of Liability and Release, the undersigned certifies:

I HAVE READ AND UNDERSTAND THE CONTENT OF THIS ACKNOWLEDGEMENT OF RISK, WAIVER OF LIABILITY, AND RELEASE. I AM AWARE THAT BY EXECUTING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS THAT I, MY CHILD OR OUR HEIRS, NEXT OF KIN, AGENT, ASSIGN, EXECUTORS OR ADMINISTRATORS MAY HAVE HAD AGAINST PVIK AND LANDLORD. I AM AT LEAST 18 YEARS OF AGE, POSSESS A VALID STATE DRIVER'S LICENSE, AND SIGN FREELY AND VOLUNTARILY. THIS RELEASE SHALL CONTINUE IN FORCE DURING THIS VISIT AND ALL FUTURE VISITS, UNLESS AND UNTIL REVOKED IN WRITING BY THE UNDERSIGNED.

_____ DATE OF BIRTH:_____

NAME OF PARTICIPANT (PRINT)

_____ DATED:_____

SIGNATURE OF PARTICIPANT

PARENT/GUARDIAN CONSENT (for drivers under the age of 18) FOR: _____

NAME OF MINOR PARTICIPANT (PRINT)

_____ DATED:_____

SIGNATURE OF PARENT/GUARDIAN