



**AGREEMENT FOR ACCEPTANCE OF RISK
AND RELEASE FROM LIABILITY**

[This Agreement is to be signed by each adult customer of PowerPlay who asks for himself or herself, or for children in his or her custody, to participate in PowerPlay's Go-Kart activities]

Date: _____

Adult(s) Name: _____

Children Name(s): _____

I agree for myself and for the children in attendance with me, as follows:

1. I understand that some of the activities in which we may participate at PowerPlay can result in injury. This can result from falls or bumps; misuse or damage to equipment; carelessness, recklessness or negligence by ourselves or other patrons; the mere physical and/or emotional exertion of the activity itself; being in poor health or poor physical condition; or other causes. These activities have inherent risk of injury, particularly Go Kart & whirlyball, including possibly very serious or life-threatening injury, and by participating, we accept full responsibility for these risks.
2. It is my responsibility to supervise myself and the children in attendance with me today; to keep track of all children in attendance with me and know where they are at all times; to take care to avoid the causes of injury described above; to make sure that none of us engage in any activity for which we are not physically, mentally and medically fit; to stop any activity at the first sign of unacceptable risk, danger or possible injury; and to seek immediate medical care in the event of an injury. I understand that employees or agents of PowerPlay will not be responsible for this supervision.
3. I waive and release all claims, demands, causes of action, liabilities and costs which might otherwise be asserted, and covenant that no claim or lawsuit will be brought, against PowerPlay or any of its owners, operators, managers, employees, instructors, agents, insurers or successors, for injuries of any nature to me or any of the children in attendance with me, as a result of or in connection with our attendance or participation in activities at PowerPlay.
4. All people will abide by all rules and regulations of PowerPlay, and may be removed from the premises without any refund if we fail to abide by the terms of this Agreement.
5. I represent that I have the authority to sign this Agreement for myself and for each of the children in attendance with me. I will indemnify PowerPlay against any attorney fees, costs or other losses it incurs if a claim is brought in violation of this agreement. I may be asked to sign this Agreement again whenever I return to PowerPlay, but if I do not, this Agreement will remain effective permanently, and includes any future visits and any children with me in the future.
6. I SIGN THIS AGREEMENT VOLUNTARILY, WITH THE UNDERSTANDING THAT BY DOING SO MAY BE GIVING UP SUBSTANTIAL LEGAL RIGHTS.

Signature: _____ Date: _____

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