

SPEED FACTORY OF SPARTANBURG, INC.  
SPEED FACTORY OF GREENVILLE, INC  
WAIVER AND RELEASE AGREEMENT

In this Waiver and Release Agreement ("Agreement") "I," "me," "my," and "myself" shall mean me, the signatory below, whether as a member, guest of a member, contestant, event official, employee, independent contractor, or other invitee or guest, as appropriate, and "SFS" shall mean Speed Factory of Spartanburg, Inc., a South Carolina Nonprofit Corporation, its directors, officers, employees, volunteers, independent contractors, and agents.

In consideration for being permitted to enter into the SPEED FACTORY OF SPARTANBURG, INC. FACILITY & SPEED FACTORY OF GREENVILLE, INC. FACILITY OR PREMISES (herein defined as including, but not limited to, the racing surface, walkways, concession area, game area, parking area, or other appurtenant area within the FACILITIES located at 130 East Daniel Morgan Avenue in Spartanburg, South Carolina 29306, & 1524 Roper Mountain Road, Greenville, South Carolina. 29615, and whether as a member, guest, contestant, event official, parent, guardian, employee, independent contractor, or otherwise, I, for myself, my personal representatives, heirs, and next of kin, or for and on behalf of any minority child listed below for which I am a parent or legal guardian, and his or her personal representatives, heirs, and next of kin, as appropriate, acknowledge, represent, and agree as follows:

1. Assumption of Risk. I understand that participating in, spectating, officiating, or working near or around, or otherwise being in close proximity to go cart racing or mini-bike/motorcycle racing and other activities occurring within the facility involves strenuous, stressful, and risky physical activity and exposure, including, but not limited to, (1) extensive stretching, bending, and other physical exertion, required for getting in and out of and operating the go carts, which can cause or inflame multiple medical conditions, (2) elevated blood pulse and pressure and stress associated with speed, excited states, spectating, officiated, or competition, (3) risk of sudden bodily impact or whiplash in the event of collision with race track barriers, stalled go carts/mini bikes/motorcycles, flying debris, or other drivers, and whether due to my intentional or unintentional act of negligence or omission, those of another, or otherwise, (4) risk associated with walking, driving, spectating, officiating, or working on or around the race track with its equipment, go carts/mini bikes/motorcycles, moving vehicles, parts, debris, oil or gasoline spills or leakage, as well as participants. I acknowledge that it is in my best interest to obtain a physical examination from a medical professional prior to participating in any such activities to determine if I have, or am at risk for, any medical conditions that may be adversely affected by my participation in the sport of go cart racing and other activities within the facility. I consent to assuming the risks involved with the physical activities and dangers associated with the sport of racing and other activities occurring within the facility and recognize that SFS, and its directors, officers, employees, independent contractors, volunteers, agents, successors, and subsidiaries shall not be held responsible, directly or indirectly, for any personal injury or physical contact, or any other loss or damages incurred by me by virtue of my participation in such activities within the facility, unless such loss or damages are the result of a willful and intentional act of negligence or omission by SFS.

2. Waiver and Release. In consideration of the inherent risks associated with participation in the sport of go cart racing and other activities and risks occurring within the SFS facilities, I do, to the maximum extent allowed under state and federal law, hereby absolutely, fully, and forever waive all rights against and release, relieve, relinquish and discharge SFS and its directors, officers, employees, independent contractors, volunteers, agents, successors, and subsidiaries of and from any actions, or causes of action, actual or alleged claims, judgments, demands, debts, losses, obligations, liabilities, costs, sums of money, damages and/or liens of any kind, whether discovered or undiscovered, accrued or uncured, suspected or unsuspected, which may involve or be related to the physical activity, dangers, risks, and demands of the sport of go cart racing and other activities within the SFS facilities, unless the result of a willful and intentional act of negligence or omission by SFS.

3. Severability. If any arbitrator or court finds any portion of any provision of this Agreement to be invalid or unenforceable: (a) the arbitrator or court shall enforce the provision to the maximum lawful extent; and (b) the arbitrator's or court's finding of invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement.

4. Acknowledgement. I certify that I have carefully read this Agreement, or have had it carefully read to me. I represent and warrant that I understand the contents of this Agreement, have the authority to enter into it, and have signed it of my own free will.

I AM AWARE THAT THIS AGREEMENT ACKNOWLEDGES MY WAIVER AND RELEASE OF SFS AND ITS DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, VOLUNTEERS, AGENTS, SUCCESSORS, AND SUBSIDIARIES AS SET FORTH HEREIN AND REPLACES ANY WAIVER OR RELEASE AGREEMENT PREVIOUSLY SIGNED BY ME.

IF THE MEMBER IS UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN IS REQUIRED TO EXECUTE THIS RELEASE FOR, ON BEHALF OF, AND IN LIEU OF, THE MEMBER

MEMBER (IF 18 YEARS OF AGE OR OVER)

PARENT OR LEGAL GUARDIAN

\_\_\_\_\_  
Signature of Member    Date

\_\_\_\_\_  
Signature of Parent or Legal Guardian    Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Daytime Telephone

Evening Telephone

\_\_\_\_\_  
Daytime Telephone

Evening Telephone