

Tiki Action Park

Go-Kart Waiver of Liability

In consideration for being permitted to operate Go Karts at Tiki Action Park, at the premises located at 1878 Middle Country Road, Centereach, New York, I acknowledge and agree as follows:

1. I have read the rules for operating the Go Karts, and accept full responsibility for obeying the rules and all other posted rules and warning signs.
2. I understand that the course on which the Go Karts operate has hills and curves, which require a degree of skill and responsibility to navigate safely. I have the necessary skill and will exercise the responsibility necessary to operate the Go Karts and navigate the course safely. I am in good health and in proper physical condition to participate in such activity. I have been provided the opportunity to inspect the Go Karts and the Go Kart track, and the condition of each is completely satisfactory to me. If they were not, I would not sign this document or operate or ride in the Go Karts. Each time I operate or ride in the Go Karts, I will only do so after I have determined that the condition of the Go Karts and the track are completely satisfactory to me. If I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the activity and will refuse to take part in the activity until the condition has been corrected to my satisfaction.
3. The Go Karts are controlled by individual drivers, who are capable of making mistakes and intentionally causing harm to others. I could be potentially injured, disabled, or killed, whether by my own actions (or inactions) or the actions or inactions of another driver or drivers. I freely and knowingly assume this risk. I take full responsibility for any claims of personal injury, death, or damage to personal property arising out of my use of the Go Karts and/or the Go Kart track, whether to me or to other people.
4. On behalf of myself, my heirs, my assigns, and my next of kin, I release, discharge and covenant not to sue Tiki Action Park, LLC and each of its individual members, directors, officers, agents and employees thereof, their respective successors and assigns and, if applicable, owners and lessors of premises on which the activity occurs (the "Releasees") from any liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise.
5. I forever agree to indemnify and defend each Releasee against and hold them each harmless from any and all damages, claims, losses, liabilities, liens, causes of action, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or caused as a result of my presence in or about the premises or my participation in any way in the rental or operation of Go Karts, my use of the Go Kart track or any other events relating thereto, at any time, without regard to whether my actions (or inactions) were negligent or not and whether or not based on the negligence of Tiki Action Park, LLC or any Releasee.
6. I forever agree to reimburse and pay Tiki Action Park, LLC for any and all damage to the premises or any Go Karts or other property, caused by me, at any time, whether driving, observing, or participating in any way in the rental or operation of Go Karts or participating in any events in or about the premises.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Print Name of Participant	() Phone Number	Email address
Address	City, State, Zip Code	
Participant's Signature	Date	

Parental Consent (if participant is under 18):

I, the minor's parent or legal guardian, understand the nature of the activities which take place on the premises, including, without limitation, the operation and observation of Go Karts as well as the minor's experience and capabilities and I believe the minor to be qualified to participate in such activities. I hereby release, discharge, covenant not to sue and agree to indemnify and save and hold harmless each of the Releasees from all liability, claims, losses or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence, of the Releasees or otherwise, including negligent rescue operations and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss liability, damage or cost any may incur as a result of any such claim.

Print Name of Parent/Guardian	() Phone Number	Email address
Address	City, State, Zip Code	
Parent/Guardian's Signature	Date	