



RELEASE OF LIABILITY - READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in Auto/Kart Racing and related Trackside activities organized by SCUDERIA LITTEL, of 512 S. Sheep Ln, #102, Erda, Utah, 84074 and/or use of the property, facilities and services of SCUDERIA LITTEL, I agree for myself and (if applicable) for the members of my family, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by SCUDERIA LITTEL, or the employees, representatives or agents of SCUDERIA LITTEL. Furthermore, I agree that at any and all times that I participate in on-track activities, I am not under the influence of any alcohol, illegal substances or otherwise mind-altering substances.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge SCUDERIA LITTEL for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of SCUDERIA LITTEL, whether caused by the fault of myself, my family, SCUDERIA LITTEL or other third parties.

3. INDEMNIFICATION. I agree to indemnify and defend SCUDERIA LITTEL against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of SCUDERIA LITTEL.

4. FEES. I agree to pay for all damages to the facilities of SCUDERIA LITTEL caused by any negligent, reckless, or willful actions by me or my family. While on-track, I agree to accept full responsibility for any damage to any vehicle I operate, equipment or other property of SCUDERIA LITTEL regardless of fault or circumstance.

5. CONSENT. I, _____ consent to the participation of my _____ in the activity of Auto/Kart Racing and related Trackside activities, and agree on behalf of the above minor(s) to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of _____.

6. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Utah law.

7. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.

8. MECHANICAL FAILURE. While we do our best to ensure optimal performance and redundancy. It is impossible to guarantee a 0% mechanical failure rate in motorsports. In the event of equipment failure leading to a lack of performance or results, no refunds will be made available.

9. SHIFTER KARTS CLAUSE: I agree that I am proficient in gearbox style karting and am qualified to operate a shifter kart. (*Initials* _____)

10. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

10. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

11. EMERGENCY CONTACT. In case of an emergency, please call _____ (Relationship: _____) at _____ (Day), or _____ (Evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

By: _____ Date: _____