

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I _____ Print("Participant), acknowledge that I will be participating as a volunteer or participant in the following activities at TKKC located on the Kings County Fairgrounds in Hanford, California:

Motorsports Activities (Description of activities, which Volunteer/Participant will engage in) All things related to go kart racing, spectating, crew, driver, photographer, officiating,volunteering anything and or related motorsports activities.

I AM AWARE OF THE COVID-19 PANDEMIC AND RELATED GOVERNMENTAL ORDERS, DIRECTIVES AND GUIDELINES (COLLECTIVELY "DIRECTIVES"), INCLUDING DIRECTIVES FOR FREQUENT HAND WASHING, SOCIAL DISTANCING AND USE OF FACE MASKS IN PUBLIC LOCATIONS. I AM AWARE THAT THESE ACTIVITIES ARE OCCURRING IN A PUBLIC LOCATION DURING THE COVID-19 PANDEMIC, AND ALSO POTENTIALLY HAZARDOUS ACTIVITIES. I AM AWARE THAT I COULD BE INFECTED, SERIOUSLY INJURED OR EVEN DIE DUE TO COVID-19 OR DUE TO ACTIVITIES ON THE FAIRGROUNDS INCLUDING BUT NOT LIMITED TO MOTOR ACTIVITIES. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____

Parent or Guardian's initials (if volunteer/ participant is under 18) _____

As consideration for being permitted by the KINGS County Fair Association ("Fair"), the State of California ("State"), the County of KINGS County (the "County"), and Tulare Kings Kart Club., ("Lessor") of the fair premises, to participate in these activities and use the Fair premises and facilities, I forever release the Fair, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities.

I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____ Date: _____

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature: _____

Signature: _____

Address: _____

Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED