

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR INJURY OR DAMAGE. PLEASE READ IT CAREFULLY BEFORE SIGNING.

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY and INDEMNITY AGREEMENT (the "Waiver")

I WISH TO use the facilities equipment of Evergreen Golf Centre , including the use of Go-Karts (the "Activity").

I CONFIRM TO EVERGREEN GOLF CENTRE THAT:

- a. I understand that the Activity carries with it the risk of loss, serious injury and death;
- b. I am physically, emotionally and mentally fit to participate in the Activity, and I have not been advised by a qualified medical person that I should not participate in the Activity.
- c. I have read the TRACK RULES AND REGULATIONS and understand they must be followed;
- d. I understand that at all times, the sole responsibility for personal safety remains with me; and
- e. I will immediately stop participating in the Activity, and notify the management of Evergreen Golf Centre Go Karting, it at any time I sense any unusual hazard or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness for continued participation in the Activity.

IN CONSIDERATION OF Evergreen Golf Centre Go Karting allowing me to do the activity, and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledged:

I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, personal representations, administrators, successors and assigns, and anyone acting by or through me, that my participation in the Activity and execution of this Waiver are:

1. An AGREEMENT BY ME to follow the TRACK RULES while participating in the Activity;
2. And unqualified ASSUMPTION BY ME OF ALL RISKS associated with my participation in the Activity, even if arising from negligence or gross negligence of Evergreen Golf Centre Go Karting or any other person, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures of Evergreen Golf Centre Go Karting or any other person;
3. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY BY ME of Evergreen Golf Centre and all persons or organizations associated with it and the Activity including, without limitation, Evergreen Golf Centre officers, directors, officials, agents or employees, other participants in the Activity, owners or occupiers of the premises used in connection with the Activity, medical or rescue personnel (the "Releases"), of and from any and all claims, costs, demands, damages, expenses and actions (the "Claims") in respect of death, and any injury, loss or damage whatsoever to my person or property, however caused ("Loss and Damage") arising from or relating in any way to my participation or involvement in the Activity, even if arising from any negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of any of the Releases;
4. A PROMISE AND COVENANT BY ME NOT TO MAKE ANY CLAIMS against the Releases, and NOT TO SUE any of the Releases, in respect of Loss and Damage arising from or relating in any way to my participation or involvement in the Activity, even if arising from any negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of any of the Releases;
5. A PROMISE AND UNDERTAKING BY ME TO HOLD AND SAVE HARMLESS AND AGREEMENT BY ME TO INDEMNIFY the Releases, and each of them, from and against any and all litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, incurred by any or all of them arising from or relating in any way to my participation or involvement in the Activity, even if arising from any negligence, gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of any of the Releases.

Participant initials: _____

Parent/Guardian initials: _____

I HAVE READ THIS DOCUMENT THOROUGHLY.

I UNDERSTAND THAT THE RELEASEES ARE RELYING UPON THIS WAIVER TO ALLOW MY PARTICIPATION IN THE ACTIVITY.

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I GIVE UP SUBSTANTIAL LEGAL RIGHTS I WOULD OTHERWISE HAVE.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

NAME OF PARTICIPANT (PRINT NAME): _____

SIGNATURE OF PARTICIPANT: _____ DATE: _____

DOB OF PARTICIPANT: _____

HEIGHT OF PARTICIPANT: _____

ID CONFIRMED: YES NO ID TYPE: _____

PARENT/GUARDIAN OF MINOR PARTICIPANT

I HAVE READ THIS DOCUMENT THOROUGHLY.

I UNDERSTAND THAT THE RELEASEES ARE RELYING UPON THIS WAIVER TO ALLOW THE ABOVE MINOR TO PARTICIPATE IN THE ACTIVITY AT EVERGREEN GOLF CENTRE, INCLUDING THE USE OF GO-KARTS.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

I PROMISE AND UNDERTAKE TO HOLD AND SAVE HARMLESS AND AGREE TO INDEMNIFY the Releasees, and each of them, from and against any and all litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, incurred by any or all of them arising from or relating in any way to the participation of the minor named in this document and their participation or involvement in the Activity, even if arising from any negligence, gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of any of the Releasees.

Name of Parent/Guardian (print name) : _____

Signature of parent/Guardian: _____ Date: _____

ID confirmed: yes no ID type: _____