

KART RANCH, INC.

Effective 4/13/18

Participant Agreement & Waiver and Release of Liability

In exchange for participation in the activity of the **ROCK CLIMBING WALL** operated by Kart Ranch, Inc., of 508 Youngsville Hwy., Lafayette, Louisiana, 70508 and/or use of the property, facilities, and services of Kart Ranch, Inc., I agree to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to any and all oral instructions and directions given by Kart Ranch, Inc. or the employees, representatives, or agents of Kart Ranch, Inc. I acknowledge that failure to follow the rules could result in expulsion of me and/or my family from the facility.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I am voluntarily participating in the aforementioned activity and I am participating at my own risk. 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 further release and discharge Kart Ranch, Inc. for injury, loss or damage arising out of my use of or presence upon the facilities of Kart Ranch, Inc. whether caused by the fault of myself, my family, Kart Ranch, Inc., or other third parties. Additionally, I am medically, physically, and mentally capable of participating in this activity and I do not have any medical, physical, or mental conditions that will increase my likelihood of experiencing injuries while engaging in this activity.
3. **INDEMNIFICATION.** I agree to indemnify and defend Kart Ranch, Inc., its agents, employees, officers, and directors against all claims, causes of action, damages, judgements, cost 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 Kart Ranch, Inc. In the event I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.
4. **FEES.** I agree to pay for all damages to the facilities of Kart Ranch, Inc. caused by any negligent, reckless, or willful actions by me or my family.
5. **MEDIA RELEASE.** I, the undersigned, do hereby consent and agree that Kart Ranch, Inc., its employees, or agents have the right to take photographs, videotape, or digital recordings of me and to use these in any and all media, now or hereafter known. I further consent that my name and identity may be revealed therein or by descriptive text or commentary. I understand that there will be no financial or other remuneration for recording me, either for initial or subsequent transmission or playback.

By signing below, I forfeit all rights to bring a suit against Kart Ranch, Inc. for any reason. I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content, and that this release cannot be modified orally. I am aware that this is a release of liability and a contract, and agree to the above terms.

(please print)

Participant's Name: _____ Date of Birth: _____
 _____ Date of Birth: _____
 _____ Date of Birth: _____
 Address: _____ Driver's License # _____

 Signature: _____ Date: _____

PARENT / GUARDIAN WAIVER FOR MINORS

In the event the participant is under the age of 18 years, then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name: _____ Driver's License # _____
 Relationship to Minor: _____
 Signature: _____ Date: _____

Kart Ranch Use Only:
Rec'd by: _____
Date: _____
Parent/Guardian Present Y / N
If No, Copy of Photo ID attached Y / N

**** note: if the waiver is filled out and signed by a parent/guardian who is not present, a copy of his/her driver's license or State issued photo ID of the person who signed must be attached. No exceptions will be made.****