



RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

I, the undersigned, hereby acknowledge that I have voluntarily chosen to play and/or ride the “ANDRETTI CHALLENGE AND OTHER GO-KART TRACKS, ROCK CLIMBING WALL, LASERTAG, MINIGOLF, MINI BOWLING, BOATS, BATTING CAGES, ARCADE GAMES, PLAYGROUND, ARCADE GAMES AND ALL OTHER AMUSEMENT RIDES (the “Attractions”) located at Andretti Thrill Park in Melbourne, FL. I know and fully understand that riding in any of these Go-Karts, arcade games, rock climbing wall, mini bowling and amusement rides is a dangerous and hazardous activity where serious accidents can occur. I understand that the participants in using vehicles and rides of this nature, and in dealing with different weather conditions, mechanical and electrical apparatuses, employees of unknown skills, and the potential for personal error creates an unknown condition whereby a participant may encounter unanticipated hazards and risks that can result in illness, injury, death and or property damage, whether obvious or not, and can be intensified by the unavailability of immediate medical attention in case of injury.

I acknowledge that the basic operation of the ANDRETTI CHALLENGE AND OTHER GO-KARTS, ROCK CLIMBING WALL LASERTAG, MINIGOLF, MINI BOWLING, BOATS, BATTING CAGES, ARCADE GAMES AND ALL OTHER AMUSEMENT RIDES has been explained. I represent that I (or any person on whose behalf I am signing) am physically and mentally fit to participate in these rides, and that the rider has no current or past medical condition, (i.e. heart conditions, back problems, pregnancy, subject to seizures, paralysis, restrictive use of arms or legs, etc.) I agree that participant has read and fully understands the Important Ride Notice & Rules and hereby agrees to follow all rules, regulations and instructions and to act at all times in a civilized and ruly manner.

In consideration for MTP OF BREVARD COUNTY, LLC allowing me to ride any amusement ride, I represent and promise that I (or any person on whose behalf I am signing), my personal representatives, heirs, next of kin, spouse, and members of my family, assigns voluntarily and expressly agree to release, discharge, covenant not to sue and hold harmless MTP OF BREVARD COUNTY, LLC, dba Andretti Thrill Park, The City of Melbourne, The State of Florida and all owners, officers, directors, members, agents, and employees of the above named parties and affiliates from any and all legal liability, property damage or medical expenses resulting from my participation in these rides and personally assume all risk including but not limited to negligence, strict liability, breach of contract, or any other act or omissions or any other participants including myself or from any other cause.

I fully recognize and understand if I (or any minor on whose behalf I am signing this release) am hurt, die or my property is damaged, I am giving up my (our) right to make a claim or file a lawsuit against all parties and affiliates named herein, even if they negligently or by some other act or omission caused the injury or damage. As a parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agree that said minor may participate in these rides and I sign this release on their behalf. In addition, I give MTP OF BREVARD COUNTY, LLC, its agents, employees and associates permission to treat said minor in cases of illness, injury, emergency, or accident. Should emergency or medical services become necessary the expenses are the sole responsibility of the participant and not that of any other party or affiliate named herein.

I have read this document, and understand that this is a full and complete release of all claims for all liability. I understand that I am assuming all risks inherent in riding or participating in the ANDRETTI CHALLENGE AND OTHER GO-KART TRACKS, ROCK CLIMBING WALL, LASERTAG, MINIGOLF, MINI BOWLING, BOATS, BATTING CAGES, ARCADE GAMES AND ALL OTHER AMUSEMENT RIDES. I voluntarily sign my name as evidence of my acceptance of the above provisions and agree to be bound by the terms of this agreement. I understand and agree that this Release of Liability covers each and every activity and event in which I participate hereafter. I acknowledge that Andretti Thrill Park could use my e-mail address for marketing purposes and will not share this information with any other entity. I also understand that by signing bellow, my photo or likeness may be used for the purpose of advertising the facility.

(Print) PARTICIPANT’S NAME(S) _____

(Print) PARENT/GUARDIAN’S NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

E-MAIL ADDRESS _____ TEL# () _____

SIGNATURE _____ DATE _____
(Signature of participant or legal guardian if participant is under age 18)