

LICENSE AGREEMENT AND RULES OF THE PLANTATION VALLEY KART TRACK @ VIR

- 1 Karts are not bumper cars; they are for your enjoyment. Please do not try to wreck or make contact with other karts. If a kart in front of you spins out, try to slow and avoid the kart.
- 2 You are only allowed to run one way on the track.
- 3 We will black flag any karter who is too aggressive. If you are black-flagged twice for aggressive driving, you will not be allowed to continue.
- 4 Plantation Valley Kart Track does not allow karts on track when it is raining. You will be allowed to continue once the rain has stopped.
- 5 Flag Status:
 - a. Checkered flag race or time is up
 - b. White flag one lap to go
 - c. Red flag slow all karts, and bring them to building
 - d. Yellow flag caution / slow your kart
 - e. Black flag rider to come in to pit road on this lap
 - f. Green flag racing / open track
- 6 If you impact anything, you need to bring the kart into pits to be checked out before you continue.
- 7 We do not allow riding on the grass. However, we know sometimes you may spin out or be forced off track.
- 8 If your kart has mechanical problems and is not be able to continue, please stay on kart and try to get kart on grass area. **DO NOT** get off kart onto track surface. If you get off kart, please step into grass area around tire walls.
- 9 No spectators are allowed inside or on track surface while karts are on track.
- 10 Please try to pick up all trash at the end of your session, place helmets back on shelves, and hang up your driver's suit if you use one.
- 11 Maximum of 12 karts on track at any given time.
- 12 All riders must be 12 years of age or older. Long sleeves, long pants and closed-toed shoe are required.

This legally binding Agreement containing assumption of risk, waiver of and release of liability is entered into as of _____, 2008 by and between VIR OPERATIONS, LLC, a Virginia Limited Liability Company (“VIR”) and the participant signing below (“Defined herein as “Participant”). **In consideration of being permitted to operate a Go-Kart at VIR, Participant agrees as follows:** This Agreement and the waivers and indemnities contained herein are made for the benefit of VIR and any reasonably related party, including but not limited to its owners, managers, employees, volunteers, crew members and other Participants. Participant understands that it is the policy of VIR to allow only qualified, healthy drivers or properly supervised individuals to use and operate Go-Karts at VIR, subject further to all of the terms and conditions of VIR managers and staff. Participant acknowledges that he/she has inspected the Go-Kart to be used (whether his/her own or provided by VIR) and acknowledges that it is his/her duty to do so prior to use. Participant shall be obligated to point out to VIR personnel any damage or defect obvious from said inspection prior to the use of any Go-Kart. Participant shall be liable for damage caused by deliberate misuse of VIR Go-Karts. While participating in events at VIR Kart Track, Participant agrees to accept and follow all directions, instructions and the established rules from VIR staff. Participant grants permission to VIR to use Participant’s name, image and/or likeness in connection with any still photograph or video display or other reproduction. Participant represents that he/she is in good physical and mental condition, that there is no reason why Participant is unfit to operate high-performance Go-Karts or to participate in racing events, which Participant acknowledges are physically and mentally demanding activities. Participant acknowledges that Go-Kart racing is a dangerous activity with a degree of risk of possible injury or even death. **Participant voluntarily assumes all risk of all racing activities in the Go-Kart. Participant further agrees to RELEASE and INDEMNIFY VIR** and hold it harmless from all loss and liability for injury or damages whatsoever occurring in connection with participating in events at the Go-Kart track. IN WITNESS WHEREOF, Lessee has caused his/her signature to be affixed to this Agreement as of the date written above. **SUBSTANTIAL RIGHTS ARE BEING SURRENDERED HEREIN.**

I have read and fully understand that this is an agreement for my license to operate a kart at the Plantation Valley Kart Track @ VIR. I have read all the rules and understand that this license can be revoked at any time by the Management of the Plantation Valley Kart Track @ VIR for any rules infraction made by myself.

Print _____ Sign _____

Date _____ Witness _____

Guardian print _____

Guardian sign _____