



Participant Agreement, Release, and Acknowledgment of Risk Form

There is a strict weight limit of 275 pounds.

In consideration of the service of TK's Party Rentals, their agents, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on behalf (hereafter referred to as TK's Party Rentals), I hereby agree to release and discharge TK's Party Rentals, on behalf of myself, children, parents, heirs, assigns, personal representatives and estates as follows:

- 1. I acknowledge that participation in TK's Party Rentals activities, and/or the use of the karts or train(s) entails both known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to my property or the third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activities. Furthermore, TK's Party Rentals facilitators have difficult jobs to perform. They seek safety, but are not infallible. They might misjudge the weather of the terrain or the equipment being used might malfunction.
2. I expressly agree and promise to accept and assumed all of the risk existing in the activities. My participation in the activities is purely voluntary and I elect to participate in spite of all risk.
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless TK's Party Rentals from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity, or my use of TK's Party Rentals equipment.
4. Should TK's Party Rentals, or anyone acting on their behalf, be required to incur attorney's fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damages I may cause to myself, third parties or TK's Party Rentals equipments while participating or else I agree to bare the cost of such damages or injuries myself. I further certify that I have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume and bare the costs of all risk that may be created, directly or indirectly, by any such condition.
6. I agree that if any portion of this agreement is found to be voided or enforceable, the remaining portion shall remain in full force and effect.
7. I am aware that TK's Party Rentals requires strict adherence to its standards of safety and conduct. I agree to fully abide by these standards or accept dismissal by refusing to adhere to them. I hereby grant TK's Party Rentals to take and use photographs, video film and other images of me participating in or observing the activities. I waive my rights of privacy, publicity, compensation, copyright, or other rights to those images and consent to TK's Party Rentals using those images for any purposes.
8. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity I may be found by a court of law to have waived my right to maintain a lawsuit against TK's Party Rentals on the basis of any claim from I have released them. I have had sufficient opportunity to read this entire document. I have read and understood and I agree to be bound by its terms.

Parent or guardian's additional Indemnification (if participant is under 18)

In consideration of the potential below-named participant, I give my permission to participate in TK's Party Rentals and it's activities such as; use its equipment. I further agree to indemnify and hold harmless TK's Party Rentals from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

(WRITING MUST BE LEGABLE)

Name of Participant: X Age of Participant: X

Home Address of Participant: X

Emergency Contact Name: Emergency Contact Phone #:

Participant's Name (Print): X Today's Date:

Parent/Guardian of Participant or Adult Participant's Signature: X

(OPTIONAL) I AGREE TO TAKE FULL RESPONSIBILITY FOR EVERY PATRON AT MY EVENT'S LOCATION (ADDRESS) FOR MY EVENT, ON (DATE)