



Liability waiver

In consideration of renting and operating a Go-kart at Mombasa Go-Kart, I hereby release GARIMELI Ltd, its members, agents, employees, landlord, successors or assigns, from any and all liability, claims demands, actions, and causes of action whatsoever, whether foreseen or unforeseen, arising out of or related in any way to my renting and operating a Go-kart at Mombasa Go-Kart that may result in injury, death or property damage or loss or other damages to me or my family, estate, heirs, or assigns, and further to save and hold harmless GARIMELI Ltd, its members, agents, employees, landlord, successors or assigns, from all liability whatsoever for personal injury, property damage or loss or wrongful death caused by its negligence.

I understand that this activity is dangerous and may become more hazardous or dangerous during the time I am on the premises of Mombasa Go-Karting, that the risk of injury from the operation of a Go-Kart is significant, including the potential for serious bodily injury, paralysis and death; that I am aware of all the risks and hazards inherent with my operating a Go-Kart at Mombasa Go-Karting and hereby voluntarily assume all risk of loss, damage and injury, including death, that may be sustained by me or any property of mine while at Mombasa Go-Kart. This release shall be binding upon my family, estate, heirs, or assigns.

This release shall continue in effect each time I rent and operate a Go-Kart at Mombasa Go-Kart.

In signing the foregoing Liability Release, I acknowledge and represent:

- (a) That I have read the foregoing Liability Release, understand it, and sign it voluntarily;
- (b) That I am not pregnant;
- (c) That I have not consumed alcohol or drugs, which may affect my ability to drive a Go-Kart in a safe manner;
- (d) That I do not suffer from a heart condition, high blood pressure or other medical condition which may be aggravated by my operating a Go-Kart;
- (e) That I will wear a helmet while operating a Go-Kart or otherwise while in or around the racetrack
- (f) That I will stay seated in the Go-Kart until instructed by a track official to get out of the Go-Kart;
- (g) That I will obey all rules and regulations of Mombasa Go-Kart;
- (h) That I will closely observe and follow the instructions of all facility personnel;
- (i) That this agreement is continuing and shall remain in effect every time I use this facility
- (j) That if I am under 18 I must have my parent or legal guardian sign this form.

In signing this Liability Release I furthermore acknowledge and represent:

That I have to pay for up to 3000/= in damage done to the Go-Kart which I am driving. This is treated as a no fault process, so if my Go-Kart is damaged due to accident I didn't cause, I am still liable for up to the 3000/= damage limit on my Go-Kart.

First Name: _____ Last Name: _____

Date of Birth: _____ Age: _____ Sex: _____

Address: _____ City / Country: _____

Pilot Name: _____ **Phone / Email:** _____

From where do you know this place? _____

Today's Date: _____ Signature: _____

Parent's Signature:(If under 18)

Weight : _____ in kg (not pound!)