

IMPORTANT SAFETY INFORMATION

- By purchasing any items on this website, I, as buyer, acknowledge and agree to be above 18 years of age or are the parent and acknowledge and understand that riding a recreational vehicle is a dangerous activity that requires strenuous exercise and various degrees of skill and experience for individual riders.
- I, as buyer, understand that these activities can result in **serious injury** to the person and damages to property and voluntarily assume any and all risk associated with loss, damages or injury while riding the vehicles advertised on the website.
- I, as buyer, agree to take complete and full responsibility for the correct set up and assembly of the vehicle. I, as buyer waive all rights to BW Inc for proper setup. If there is any loss, damage or injury resulting because of improper assembly, I, as buyer will not hold BW Inc. responsible in any way. I understand that I am responsible for the set up a dealer would normally do. This includes but is not limited to charging and hooking up the battery, checking all nuts and bolts for tightness, changing oil, putting tires on and on occasion if needed carburetor adjustments, wire connections, drive chain adjustments and alignment.
- I, as buyer, agree to read the user's manual carefully before operating my vehicle.
- I, as buyer, agree to inspect my vehicle to be sure all nuts, bolts, and chain are tight and the vehicle is safe for operations.
- I, as buyer, understand it is my responsibility to verify that any vehicle I purchase from FamilyGokarts.com is able to be registered with the state I intend to operate it in.
- I, as buyer, agree to wear a helmet and protective gear when riding.
- I, as buyer, acknowledge that it is my responsibility, to ascertain and obey all local, state and federal laws in regards to the possession and use of any items purchased from B.W. Inc.
- I, as buyer, understand that B.W. Inc. will not be liable for the misuse of any products purchased from B.W. Inc. or any of its distributors or agents.
- I, as buyer, am aware of the risks, hazards and dangers of **personal injury, death and disability** inherent with the specific use of these vehicles as well as the inherent risks, hazards and dangers of personal injury and disability increase with inexperienced riders.
- My purchase is to be considered as a complete unconditional release of all liability to the greatest extent allowed by law I, as buyer, agree to release and forever discharge B.W. Inc. and all other persons or entities acting on their behalf and the manufacturer from any and all claims, actions, damages, liabilities, cost or expenses and attorney fees which are related to, arise out of, or are in any way connected to your participation or use of these vehicles, use of equipment or property supplied by B.W. Inc., whether or not such claims, actions, damages, liability, cost or expenses are caused by the negligence of the seller, manufacturer or distributor.

18) Purchaser's Initial _____

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By this Agreement, it is my intention as buyer, to surrender and waive any rights to sue or exercise any legal rights to seek damages from B.W. Inc. and all other persons or entities acting on their behalf. This Agreement shall be affecting and binding upon my heirs, agents, personal representatives and assigns.

I, as buyer, have carefully read the 60 day money back guarantee in its entirety. I understand that if I choose to return my unit, it must be within 60 days of shipment date. I understand I must obtain an authorization number from BW Inc prior to shipping my unit back. I understand and I am aware that I will be responsible for all packaging charges, shipping charges and restocking charges regardless of the reason for return including but not limited to technical issues or issues that I the customer deem as manufacture defects. Upon return the shipment will be inspected to determine cause of technical issues. I also understand that if any damages have been done by me during the period I am in possession of the unit, deductions will apply to restore to original condition.

I, as buyer, have carefully read the information for accepting shipments. I understand that it is my responsibility to inspect the package immediately upon arrival. I understand that I must note any damages on the BOL when I sign for my package. If the cardboard, crate or protective metal crate frame is damaged I understand that this can be normal, and I will fully inspect my unit for any damage. If there is damage to my unit, I understand that I need to contact FamilyGoKarts within 3 days for damages to be covered. I understand that pictures will be requested and that I agree to provide them. I also understand that I have the right to refuse shipment, however if the unit is returned to the warehouse and does not have damage to the unit I will be responsible for restocking charges.

I, as buyer, have fully and carefully read the information in regards to warranty for my unit. I understand that the warranty is for parts only and does not cover labor. I understand that if parts are needed either for warranty work or for personal purchase, most items are stocked, and generally take 10-15 days to receive. If an item or part for your unit is on backorder it can take 28 days or longer to receive. B.W. Inc will do everything in their ability to get your parts out to you in the timeliest fashion possible.

I, as buyer, have carefully read the information in regards to technical issues with my unit: I understand if I have a TECH issue, although BW Inc is here to assist I am responsible, to repair the unit, if need be, to take my unit to a mechanic that I can trust. This is always recommended so that my mechanic can have a hands on and physical sight and sound experience to help diagnose any issues that may arise. I understand that in my purchase I will be responsible to take the responsibility of the dealer.

19) Purchaser's Initial _____

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- I, as buyer, have carefully read the foregoing and acknowledge that I understand and agree to all the above Terms and Conditions. I, as buyer, am aware that by purchasing this item and sending remitting payment for it/them, I assume all risk, and waive and release certain substantial rights that I may have or possess. I, as buyer, therefore release all / liability and waive all rights I may have in regards to my or my child's activities with any items purchased from B.W. Inc.
- I, as buyer, understand that the specifications for each unit are specifications given by the manufacturer. They are assumed to be correct, but from time to time the manufacturer may change the specifications without notice to BW Inc. BW Inc makes every effort to ensure everything is correct on the website but does not take responsibility due to changes by the manufacturer that BW Inc has not been notified of. Therefore the information is believed to be reliable, but can not be guaranteed.
- I, as buyer, hereby certify that I am over the age of 18 years of age and of legal age to sign this document.
- I, as buyer, have read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, and understand that I, as buyer, am giving up substantial rights by agreeing to this waiver and have brought it freely and voluntarily without any inducement, assurance or guarantee being made to me.
- I, as a buyer, understand that shipping will be provided to me using B.W. Inc's choice of shipping transportation. I understand that in most cases, at the time I place my order, I may choose to have my unit dropped at a business location, picked up at a local shipping terminal, or residential delivery. If I choose residential delivery, I understand that in most cases, the driver will be able to bring my package to my home. However if the driver is unable to get to my home with the freight truck, it will be the customer's responsibility to make further arrangements with the freight company. I understand that I will have to be available for signature of package when it arrives. If I allow my package to be signed for by someone other than myself, I take full responsibility for their signature.
- I, as a buyer, understand that if I place an order and decide to cancel it after the payment has been charged to my Credit Card, and prior to it being shipped out, I will be responsible for a 3% charge of the price of my order, to cover the cancellation costs charged by the Credit Card Company.
- I understand and am aware of the Consumer Product Safety Consumer Act of 2008, which bans products aimed at children with 600 parts per million lead or more, went into effect Feb. 10, 2009. I understand that the reason is because many of the parts, including valve stems, brake components, battery terminals, throttle controls and engine housings, may contain lead in excess of the new federal law guidelines. As a parent, I declare that I am not purchasing this product for a child 12 or under.

20) Purchaser's Initial _____

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I, purchaser, have read and understand the above warnings and information.

21) Purchaser's Name

(Please print): _____

22) Purchaser's Signature: _____

23) Date: _____

I, BW Inc., acknowledge that the purchaser has initialed and signed the above form.

Dealer Representative Signature: _____

Date: _____