MINOR AGREEMENT AND WAIVER

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING---THIS AGREEMENT AFFECTS YOUR RIGHTS

In consideration of me and my minor child's ability to participate in the go kart and motorsport activities, bounce house activities, arcade and redemption activities, laser tag activities and any affiliated activities and events operated and hosted by Extreme Karting LLC dba Extreme Grand Prix Indoor Karting Family Fun Center 6731 Blue Ridge Blvd, Raytown, Mo 64133,(hereinafter collectively the "THE RELEASEES") including and without limitation, driving, riding, racing, training, learning, practicing, competing ,teambuilding maintaining karts, bouncing on the inflatable, jumping on or in the inflatables, jumping off the inflatables, sliding in or off/down the inflatables, playing in or around the arcade area, playing in or around the billiard area, observing and spectating in or around the go kart track, inflatable area, arcade area, snack bar area, laser tag area, or for any other purpose (hereinafter collectively "EVENTS") AND OR IN CONSIDERATION OF me and my minor child, and on behalf of our personal legal representatives, assigns, heirs, and next of kin(hereinafter collectively "THE UNDERSIGNED") hereby:

1. **EXPRESS ASSUMPTION OF THE RISK**. **The Minor/Parent/Legal Guardian/THE UNDERSIGNED** hereby voluntarily assumes any and all risks involved or in any way related to the Minor's participation in racing or presence at, within or around the facility, Including, without limitation, the risks of death, bodily injury or property damage resulting from collision between his or her vehicle and another vehicle, a person, object or barrier; the kart driving or wedging under the barrier, going through the safety barrier, the barrier riding up the front of the kart due to additional impacts or acceleration, or because of the mechanics of the crash; the barrier landing on any part of the participant's person; contact between the barrier and the participant's upper or lower extremities; or any part of the participant's body; whether exposed inside or outside of the kart; skidding; overturning; sudden stops; braking or acceleration; fire; explosion; the unavailability of emergency medical care; the negligent or deliberate acts of another person; the negligent acts of Extreme Karting, LLC d/b/a Extreme Grand Prix, its employees and/or personnel or while participating any other EVENTS thereon;

2. **COVENANT NOT TO SUE**. **The Minor/Parent/Legal Guardian/THE UNDERSIGNED** AGREE NOT TO SUE THE RELEASEES**,** on account of, arising out of or in connection with any and all injuries, losses or damages to the person or property of THE UNDERSIGNED, or resulting in death of THE UNDERSIGNED, whether or not caused by active negligence or fault, passive negligence or fault, or sole/joint/partial negligence or fault of THE RELEASEES, while THE UNDERSIGNED is on the property, using the property, facilities and services thereon, or participating in any way in any of the EVENTS thereon;

3. **WAIVER AND RELEASE** **The Minor/Parent/Legal Guardian/ THE UNDERSIGNED** releases and forever discharges Extreme Karting LLC, its members, managers, employees, and their respective agents, affiliates, successors, heirs and assigns, the owners of the facility, and all persons direct or indirectly having an interest therein (together, all of the foregoing being referred to as the "Extreme Karting LLC Group"), from, and agrees not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of the Minors use of or presence at, within or around the Facility, including without limitation those based on death, bodily injury, or property damage whether or not caused by the negligence or other fault of any member of the Extreme Karting LLC Group including strict product liability without fault. THE FOREGOING RELEASE IS INTENDED TO BE THE MAXIMUM AND BROADEST RELEASE PERMITTED BY LAW.

4.**INDEMNITY AND HOLD HARMLESS** The Minor/Parent/Legal Guardian/THE UNDERSIGNED agrees to indemnify and hold harmless the Extreme Karting LLC Group from and against any and all claims, causes of action, damages, judgment, attorney's fees, costs or expenses which in any way arise from the Minors/Parents/Legal Guardians/ THE UNDERSIGNED's conduct at the facility and any and all damages to the Facility, to any other driver or other person caused, directly or indirectly, by the Minor/Parent/Legal Guardian/THE UNDERSIGNED, whether by inadvertence, negligence, willful misconduct, or otherwise. The Minor/Parent/Legal Guardian/ THE UNDERSIGNED waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release does not extend to claims which the person giving the release does not know or suspect to exist at the time of executing the release

The Minor/Parent/Legal Guardian/THE UNDERSIGNED agrees that in event of any accident which may require immediate medical or dental or any other emergency care, in which no next of kin can be notified in a reasonable amount of time through reasonable means, Extreme Karting LLC is hereby authorized to take all necessary actions as it relates to immediate medical/dental or other care, transportation and emergency medical services as warranted in the course of care of the Minor. The Parent/Legal Guardian/THE UNDERSIGNED agrees that he/she shall be responsible for all fees and expenses as they relate to this paragraph.

I HAVE READ THIS AGREEMENT. I UNDERSTAND THAT BY MAKING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS. I DO SO FREELY AND VOLUNTARILY. I FURTHER CERTIFY THAT I AM OF LAWFUL AGE, NOT PREGNANT, AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT; THAT I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL; THAT I HAVE SIGNED THIS AGREEMENT AS MY OWN FREE ACT AND IF I HAVE ANY DOUBTS CONCERNING THE CONTENTS OF THIS AGREEMENT, I WILL CONSULT AN ATTORNEY BEFORE SIGNING IT. BY SIGNING THIS AGREEMENT, I AGREE I HAVE READ THE ABOVE STATED, UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY THOSE TERMS WHICH SIGNIFICANTLY LIMIT MY LEGAL RIGHT TO SUE. I UNDERSTAND AND ACKNOWLEDGE THAT I AM WAIVING THE RISK OF INJURY RELATING TO THE ACTIVITY AT EXTEME GRAND PRIX AND AGREE THAT GO-KART RACING CAN RESULT IN INJURY OR DEATH AS A RESULT OF COLLISIONS AND CONTACT WITH PERSONS, KARTS, BARRIERS AND FIXED OBJECTS.

_____ Initial

_____ _____ _____

NAME OF MINOR DATE OF BIRTH DATE

_____ _____ _____

NAME OF PARENT/GUARDIAN/THE UNDERSIGNED DRIVERS LICENSE # DATE