

READ THIS CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS!

ADULT WAIVER - EXPRESS ASSUMPTION OF RISK- COMPLETE WAIVER AND AGREEMENT NOT TO SUE- INDEMNITY AGREEMENT

In return for the license to use the Extreme Karting, LLC dba Extreme Grand Prix, property, its facilities and services (the "facilities") Extreme Grand Prix. Or any owned or affiliated facilities (as well as any other persons or entity related thereto) and/or its subsidiaries and affiliates.

The Undersigned/ Participant/Operator for themselves, their heirs, assigns and legal representatives, hereby expressly agrees to:

1. ASSUME ANY AND ALL RISKS., The Undersigned/ Participant/Operator for themselves, their heirs, assigns and legal representatives, hereby expressly agrees to ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANTS USE OR PRESENCE UPON THE FACILITIES., 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. **Including and without limitation, driving, riding, racing, training, learning, practicing, competing ,team building 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, escape & riot rooms area, batting cages or for any other purpose (hereinafter collectively "EVENTS") AND OR IN CONSIDERATION OF myself and on behalf of our personal legal representatives, assigns, heirs, and next of kin(hereinafter collectively "THE UNDERSIGNED") hereby:**

2. RELEASE., The Undersigned/ Participant/Operator for themselves, their heirs, assigns and legal representatives, hereby expressly agrees to Release Extreme Karting, LLC d/b/a Extreme Grand Prix, "the facilities", and all its successors, assigns, subsidiaries, branches, operators, franchisees, affiliates, officers, directors, employees, and agents, landlords, and event sponsors from, and not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out use of or presence upon " the Facilities", including without limitation, those based on death, bodily injury, or property damage, whether or not caused by the negligence or other fault of "the facilities", including strict product liability or other liability without fault;

3. WAIVE., The Undersigned/ Participant/Operator for themselves, their heirs, assigns and legal representatives, hereby expressly agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to the claims; material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the releases;

4. INDEMNIFY AND DEFEND., Extreme Grand Prix, "the facilities", against and hold harmless from any and all claims, causes of action, damages, judgments ,costs or expenses, including attorney fees, which in anyway arise from The Undersigned/ Participant/Operator use or presence upon Extreme Grand Prix the " Facilities";

5. PAY., for any and all damages to Extreme Grand Prix, " the Facilities", caused by, negligently, willfully, accidentally or otherwise; and AGREE that by participating in events or the utilization of Extreme Grand Prix, "the facilities",

I acknowledge that I fully understand the significant inherent dangers of driving and/or racing vehicles offered to The Undersigned/ Participant/Operator, and I further acknowledge that I will read and comply with all safety rules and regulations for driving such vehicles. If I do not understand any point or part of the safety rules, I will advise and request further assistance so that I may fully understand them before using the facilities.

I agree that I will not participate in any events or utilize the facilities if I am under the influence of drugs or alcohol, if I am pregnant, or if there is any other physical condition that may impair my ability to understand instructions or to participate without creating risk to others or myself. I do not suffer from a heart condition, high blood pressure or other medical condition that is not under medical care and may affect my ability to operate a kart in a safe manner.

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.

I have read and agree to all above statements. \_\_\_\_\_(Initials)

## READ THIS CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS!

### ADULT SECONDARY WAIVER - ACCEPTANCE OF TERMS AND CONDITIONS of TRACK and CENTER RULES

In return for the license to use the Extreme Karting, LLC dba Extreme Grand Prix, property, its facilities and services (the "facilities") Extreme Grand Prix. Or any owned or affiliated facilities (as well as any other persons or entity related thereto) and/or its subsidiaries and affiliates.

The Undersigned/ Participant/Operator for themselves, their heirs, assigns and legal representatives, hereby expressly agrees to:

1. ADHERENCE TO TRACK RULES., The Undersigned/ Participant/Operator for themselves, their heirs, assigns and legal representatives, hereby expressly agrees to comply with the Center staff in the enforcement of track rules as outlined in signage and on the safety video.,Including, but not limited to, kart speed being determined by the track officials in their assessment of the driving capabilities of individuals on the track during the race, their determination of aggressive driving, and the determination of rules not being followed.

2. ACKNOWLEDGEMENT.,The Undersigned/ Participant/Operator for themselves, their heirs, assigns and legal representatives, hereby expressly acknowledge that they understand the track marshals and manager on duty are the sole representatives responsible for determining Kart speed for all racers and that said speed is determined by the least capable of drivers within the race.,That should a driver choose to enter a race with a racer incapable of handling their vehicle at an increased speed, accepts the speed the race is controlled at as determined by responsible staff, and that no refund or credit will be given due to satisfaction in these situations.,This includes parents riding with children in their heat as well as experienced drivers racing with inexperienced drivers, black flag expulsions from the track or being banned from the building per our Code of Conduct. The undersigned acknowledges understanding of the following rules as outline on our website and in the entryway to the facility:

#### Dress & Appearance Code

The following is not permitted and will be strictly enforced under the Extreme Grand Prix Dress Code: ABSOLUTELY No profanity on clothing. Clothing with inappropriate words, phrases or graphics is prohibited and will not be allowed.

No oversized pants: Pants must be worn above the hips.

No Bandanas

No exposed undergarments will be allowed

No excessively long shirts will be allowed

No exposed midriffs

In order to provide a wholesome, safe and fun environment for, YOU, our customers, we reserve the right to set standards for conduct, dress and appearance of our customers. We will not permit behavior that is not up to our standards.

Management reserves the right to deny entry or remove any individual who does not comply with the code of conduct and dress code.

For any questions or concerns, please ask to speak to a supervisor.

#### Code of Conduct:

The following will be strictly enforced under Extreme Grand Prix Code of Conduct

No cussing or foul language

No fighting  
No loitering  
No weapons  
No panhandling  
No solicitation  
No disorderly conduct  
No bicycles or skateboards  
No bullying or roughness  
No outside food or beverages will be allowed in the facility  
No alcohol or loud music in the parking lot

#### Racetrack Rules:

All rules are strictly enforced. All racers MUST sign a waiver form.

A minimum height of 52 inches is required for adult karts.

A minimum age of 10 is required for adult karts.

A maximum weight of 300 lbs. to race on adult track.

A maximum height of 7 feet to race on adult track.

When in the pit area, participants must comply with all safety briefing instructions and obey all verbal and signaled commands.

All racers must sign a Waiver and Release of Liability. All minors must have a signed waiver and a photo ID of their parent/guardian or they will not be allowed to use the track. All waivers are available on our homepage.

When in a kart your seatbelt must be fastened at all times.

You must keep your hands on the steering wheel and feet inside the kart at all times. Individuals wearing a cast or sling will not be permitted to drive karts.

Signed parental consent forms are required for youth under 18. Waivers are available on our homepage.

Appropriate footwear must be worn: No high heels, flip flops or open toe shoes. No barefeet.

No loose articles or items of clothing. All scarfs and/or long necklaces must be removed.

Long hair must be tied up and tucked in.

No person will be allowed to participate in karting if over the legal alcohol limit. Breathalyzer will be given.

All drivers must wear a helmet and headsock. You can bring your own helmet but it must be DOT labeled.

All new drivers will receive a mandatory safety briefing session.

Never stop on the track unless directed to by an Extreme Grand Prix official.

Kart racing poses a threat to those with back or neck injuries. Please consult your physician before racing.

People with heart conditions should not use the karts.

Pregnant woman should not use the karts.

Extreme Grand Prix will not tolerate any bumping or blocking of karts.

This is a FAMILY FUN center, no obscene language will be tolerated.

Dress code is enforced.

\*If you fail to follow our code of conduct or instructions issued by the staff, or if you are black flagged on the track, there will be NO REFUND for your visit with us. We want everyone to have fun, but no one person's attempt at fun should create a dangerous or negative experience for any other person or group in visiting us. Please respect our rules and enjoy your time at EXTREME GRAND PRIX!\*

Your safety starts when you walk through the door, please respect and obey all rules and regulations at Extreme Grand Prix.

3. RELEASE.,The Undersigned/ Participant/Operator for themselves, their heirs, assigns and legal representatives, hereby expressly agrees there will be no refunds for rides shortened or cancelled due to safety violations created by a driver in a heat participated in., Also that a credit will only be given in circumstances where fault lies in the vehicle performance due to malfunction or vehicle dysfunction. All credits and refunds are still subject to the management staff approval., Because Extreme Grand Prix serves beer, it reserves the right to deny racing privileges should a driver be intoxicated and unable to drive as deemed by the track marshal and management, and that no refund will be given in these circumstances, but instead a credit for future use will be issued at the discretion of the management.

4. WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. Extreme Grand Prix cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing Extreme Grand Prix's services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize Extreme Grand Prix's services and/or enter onto Extreme Grand Prix's premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19. ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize Extreme Grand Prix's services and enter Extreme Grand Prix's premises. These services are of such value to me [and/or to my children,] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize Extreme Grand Prix's services and premises in person. WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against Extreme Grand Prix and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Extreme Grand Prix's services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

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.

I have read and agree to all above statements. \_\_\_\_\_(Initials)

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**Undersigned/Participant/Operator Name (PRINT)**

**Date**

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**SIGNATURE SIGN**