



PARTICIPANT CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

**Competitors Edge, LLC
DBA: Three Rivers Karting**

IN CONSIDERATION of being permitted to compete, observe, and/or participate in any way in the below activities occurring or services provided at Three Rivers Karting (the "Facility"): go kart racing, entering and/or standing in the pit lane area and/or entering or standing in the racing areas (the "Restricted Areas"), I agree:

1. I acknowledge that these go karts are high performance racing vehicles and that racing these vehicles, with or without other vehicles on the track at the same time, at high rates of speed, involves danger and risk. I know the nature of the activities listed above, and my, (or my minor child's), experience and capabilities, and believe that I, (or my minor child), am qualified to participate in these activities.
2. I FULLY UNDERSTAND that: (a) THE ACTIVITIES ARE VERY DANGEROUS and participation in these activities and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH("Risks"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the activities, the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time.
3. I have a duty to exercise good judgement and act in a responsible manner while using the amusement ride, device, or attraction and to obey all oral and written warnings, or both, prior to or during participation, or both. I have a duty to not participate in or on an amusement ride, device, or attraction when under the influence of drugs and alcohol. I have a duty to properly use all ride or device safety equipment provided.
4. I consent to participation in the activities and/or entry into Restricted Areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
5. I HEARBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the participants, the Facility listed above and their respective owners and members, officials, drivers, rescue personnel, any other persons in the Restricted Areas, promoters, advertisers, owners and lessees of premises used to conduct the activities, premises or event inspectors, surveyors, underwriters, consultants, and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or activities, their directors, officers, agents, and employees, all for the purpose herein referred to as "Releasees," FROM ALL LIABILITY TO ME, MY MINOR CHILD, my personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES, INCLUDING MY ATTORNEYS' FEES AND COSTS, ON ACCOUNT OF ANY INJURY TO ME, including, but not limited to, death, injury or damage of property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE, ACTIONS OR INACTIONS OF THE "RELEASEES" OR OTHERWISE.
6. If, despite this release, I, or anyone acting on my behalf or behalf of my minor child makes a claim against any of the "Releasees" named above, I, OR THOSE ACTING ON MY BEHALF, AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
7. This agreement shall remain in full force and effect for all activities I or my minor child engage in at the Facility at any period of time. I HAVE READ THIS CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS THAT I WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, NEGLIGENCE, ACTIONS OR INACTIONS, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.
8. In addition to the above, I give my consent and permission for Competitor's Edge, LLC, d/b/a Three Rivers Karting, to use my and/or my minor child's likeness, image, photograph or the like taken or obtained during mine or my minor child's participation in the activities on or in these premises for the purpose of the promotion and/or advertising of this facility and business.

SIGNATURE OF PARTICIPANT

PRINTED NAME OF PARTICIPANT

DATE

If Participant is a Minor Child:

SIGNATURE OF LEGAL GUARDIAN

PRINTED NAME OF LEGAL GUARDIAN

DATE

SIGNATURE OF EMPLOYEE ACCEPTING WAIVER

PRINTED NAME OF EMPLOYEE ACCEPTING WAIVER

DATE