



**PARTICIPANT CONSENT, RELEASE, AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (the "Release")**

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

ALL VISITORS MUST FILL OUT AND SIGN THIS RELEASE. FOR VISITORS UNDER 18 YEARS OF AGE, A PARENT OR GUARDIAN MUST ALSO SIGN THIS RELEASE.

The individual named below, or the individual named below on behalf of my minor child, (referred to as "I" or "me") desires to participate in any or all of the Activities (as such term is defined herein) offered by Competitors Edge, LLC, a Pennsylvania limited liability company, d/b/a Three Rivers Karting (the "Facility").

IN CONSIDERATION of being permitted to compete, observe, and/or participate in any way in the Activities discussed herein occurring at the Facility, I agree:

1. The Activities offered by and occurring at the Facility include, but are not limited to, driving go karts, entering and/or standing in the pit lane area, entering and/or standing in the racing area, throwing axes, entering and/or standing in the axe-throwing areas, participating in activities related to smash rooms, entering and/or standing in the smash room areas, hosting or participating in meetings, hosting or participating in parties, consuming alcohol, and observing, being close to, or otherwise coming into direct or indirect contact with any or all of the activities previously listed and/or any or all activities that may be performed, conducted, or otherwise participated in by staff, guests, or any and all persons on or at the Facility at any time (the "Activities").

2. I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE POTENTIALLY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE FACILITY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE FACILITY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN ANY OR ALL OF THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN, OBSERVATION OF, OR PROXIMITY TO, THE ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE FACILITY OR OTHERWISE.

3. I have a duty to exercise good judgement and act in a responsible manner while participating in the Activities, or anything related thereto. I have a duty to not participate in any Activities, or anything related thereto, when under the influence of drugs and/or alcohol. I have a duty to properly use all safety equipment provided for any Activities, or anything related thereto.

4. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Facility from any claim based on such treatment or other medical services.

5. I HEARBY EXPRESSLY WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the participants, the Facility listed above and its respective owners and members, employees, officials, drivers, rescue personnel, any other persons located on or at the Facility used to conduct the Activities, Facility 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 Facility or Activities, its directors, officers, agents, and employees, all, for the purpose herein, referred to as "Releasees", FROM ALL LIABILITY TO ME, MY MINOR CHILD, MY PERSONAL REPRESENTATIVE, ASSIGNS, HEIRS, AND NEXT OF KIN, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES, INCLUDING MY ATTORNEYS' FEES AND COSTS, AS A RESULT 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 on behalf of my minor child makes a claim against any of the terms of this Release, I, OR THOSE ACTING ON MY BEHALF, AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND THE FACILITY 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 TERMS OF THIS RELEASE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

7. This Release constitutes the sole and entire agreement between the Facility and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Facility and me and our respective heirs, successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Allegheny County, Pennsylvania and I hereby consent to the exclusive jurisdiction of such courts.

8. This Release 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 RELEASE, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS THAT I WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' OR THE FACILITY'S FAULT, NEGLIGENCE, ACTIONS OR INACTIONS, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

9. 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 my or my minor child's participation in the activities on or in these premises for the purpose of the promotion and/or advertising of the Facility and its 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