

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

**DESCRIPTION AND LOCATION OF SCHEDULED EVENT(S): ALL ACTIVITIES ASSOCIATED WITH KARTING AND/OR KART RACING FROM JANUARY 1, 2017 – JANUARY 1, 2018 AT 100 HIGGINSON AVENUE, LINCOLN, RI**

**NOTICE: PLEASE READ THIS FORM CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. THERE ARE INHERENT RISKS OF INJURY WHILE PARTICIPATING IN THESE ACTIVITIES. PHYSICAL INJURY, PSYCHOLOGICAL INJURY, EMOTIONAL INJURY, PERMANENT DISABILITY, PARALYSIS AND/OR DEATH AND/ OR PROPERTY DAMAGE MAY RESULT FROM PARTICIPATION.**

IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the EVENT(S) (defined as all activities associated with Karting and/or Kart Racing from January 1, 2017 – January 1, 2018 at 100 Higginson Ave, Lincoln, RI) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area associated with Karting and/or Kart Racing and any other area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters, and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE R1 INDOOR KARTING, LLC, d/b/a/ R1 INDOOR KARTING, Prime Bowling + Billiards, GO! Indoor Playground, FUEL, FUEL Restaurant & Sports Bar, the operator of the FACILITIES, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf, or any promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, vehicle owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, sponsors, advertisers, owners and leasees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF ANY INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE OR COST they may incur arising out of or related to the UNDERSIGNED'S PHYSICAL INJURY, PSYCHOLOGICAL INJURY, EMOTIONAL INJURY, PERMANENT DISABILITY, PARALYSIS AND/OR DEATH AND/OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

4. HEREBY VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF PHYSICAL INJURY, PSYCHOLOGICAL INJURY, EMOTIONAL INJURY, PERMANENT DISABILITY, PARALYSIS AND/OR DEATH AND/OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of PHYSICAL INJURY, PSYCHOLOGICAL INJURY, EMOTIONAL INJURY, PERMANENT DISABILITY, PARALYSIS AND/OR DEATH AND/OR PROPERTY DAMAGE. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. I am not under the influence of drugs or alcohol, and will not take drugs or alcohol prior to Karting. I am not pregnant, and I have no other physical, psychological, or emotional condition that may impair my ability to understand instructions or to participate without creating risk to others or myself.

8. I understand the R1 INDOOR KARTING RULES. I will watch and pay attention to the Karting Safety Video. I understand that the R1 INDOOR KARTING RULES and Karting Safety Video have been implemented for the safety of all guests at the FACILITIES. If I do not understand any point or part of the R1 Indoor Karting Rules or Karting Safety Video, I will advise R1 INDOOR KARTING and request further assistance so that I may fully understand them before using the facilities.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I HEREBY CERTIFY AS TRUTHFUL ALL OF MY REPRESENTATIONS HEREIN.**

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SIGNATURE OF PARTICIPANT

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DATE

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PRINTED NAME OF PARTICIPANT