

IN CONSIDERATION of being permitted to participate in any way in the following activities at INDY KARTING 71 Towne

Drive Bluffton SC 29910 (The "Center") Go Kart Racing, Axe Throwing, , Virtual Reality, and other activities provided at the

Center (the "Activities"), entering and/or standing in any Activity area or any area near an Activity Area (the "Restricted Areas"), I

agree:

1. Go Kart Racing: I understand 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. Virtual Reality: I understand that the human response to virtual reality (dizziness, nausea, seizures, fear of heights, bumping into objects, etc.) 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.

3. Axe / Hatchet Throwing. I understand that the use of axe-throwing equipment, and/or any other sharp object for the purpose of throwing at a target, constitutes an inherently risky recreational Activity. 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.

4. Other Activities. I understand that my participation in other Activities or my presence in Restricted Areas constitute an inherently risky recreational Activity. 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.

5. COVID-19 and other Communicable Diseases. I consider myself (or my minor child) in good health, am not contagious and have not experienced symptoms or signs that indicate any form of illness, including (but not limited to) fever, cough or shortness of breath. I have not been around those who have shown symptoms of illness or have recently been sick. I will take the necessary precautions as recommended by the Center for Disease Control to prevent the spread of illness in order to maintain a safe, healthy environment. I understand and acknowledge that COVID-19 and any other viruses or other diseases which may be spreading in the area at the time of my participation in the Activities are public health risks, and the Center cannot guarantee my

safety or immunity from infection. With full appreciation of these facts, I voluntarily agree to participate in the Activities. In consideration for my participation, I knowingly and voluntarily assume all risks associated with my participation in the Activities, including but not limited to, the risk of illness, death, bodily injury, disability, or exposure or infection with COVID-19 or other viruses or diseases which may be spreading in the area at the time of my participation in the Activities.

6. 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, injury to third parties, and damage to property (“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 Parks, 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. I ACKNOWLEDGE THAT I (OR MY MINOR CHILD) AM IN GOOD HEALTH, HAVE NO PHYSICAL OR MENTAL LIMITATIONS THAT WOULD PRECLUDE MY (OR MY MINOR

CHILD’S) SAFE PARTICIPATION IN THE ACTIVITIES. I (OR MY MINOR CHILD) AM QUALIFIED TO PARTICIPATE IN THE ACTIVITIES AND VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED.

9. 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.

10. I HEARBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the participants, the Companies 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 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 or damage of property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.

11. If, despite this release, I, or anyone acting on my behalf, 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.

12. I HEREBY CONSENT to allow Center to utilize pictures and/or videos of participant, (or my minor child), for marketing purposes.

13. I, (or my minor child), HEREBY AGREE to follow all Centers oral and posted rules and regulations.

14. I HEREBY AGREE to be held financially liable for all damage to equipment and/or property of Center by participant, (or my minor child), with cost and fault determined at the sole discretion of the Center.

15. This agreement shall remain in full force and effect for all Activities I, (or my minor child), engage in at the Companies 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, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

X

Date:

