

RALLY ALLEY
Participant Liability Waiver and Indemnification Agreement

READ THIS DOCUMENT CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS

In consideration for the license to use RALLY ALLEY ("Operator" or "RALLY ALLEY") property, facilities, equipment, and services, during the 2019 Riding Season (May 1, to October 31), the undersigned (the "Participant"); on behalf of themselves, their heirs, assigns and legal representatives, hereby expressly agrees to the following:

PARTICIPANT ASSUMES ANY AND ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OR PRESENCE IN OPERATOR'S FACILITY, INCLUDING THE RISK OF DEATH, BODILY INJURY, OR PROPERTY DAMAGE. Examples include, but are not limited to, vehicle (Kart) collisions with other vehicles (Karts), persons or walls; operating recklessly; or failure to stay within car (Kart).

Participant understands and agrees that if he or she drives under the influence of alcohol or illegal substances, or is otherwise negligent, Participant will be held liable for any resulting property damages and/or bodily injuries.

Participant hereby releases the Operator, its owners and employees from any and all liability for bodily injuries or property damages which might occur during Participant's use of the Operator's property, facilities, equipment and services, regardless of whether or not caused, in whole or in part, by the negligence or fault of the Operator, its owners or employees.

Participant agrees to accept full financial responsibility for any medical costs Participant incurs due to any bodily injuries associated with The Racing Place's operations.

Participant agrees to follow all safety instructions given to Participant by the Operator's employees or agents.

Participant agrees to fully indemnify RALLY ALLEY, its successors, assigns, owners, employees and agents from any causes of action, suits, injuries, damages, losses, costs, expenses or liabilities arising from or relating in any manner to Participant's negligence in the use of Operator's property, facilities, equipment and services, including, but not limited to, claims asserted by other participants and/or third parties.

Participant acknowledges that he or she fully understand the inherent dangers of driving and/or racing vehicles (Karts), and represents that he or she is not under the influence of alcohol or drugs, is not pregnant, and has no physical conditions that would impair Participant's ability to understand instructions or to participate without creating risk to Participant or others. If Participant is unable to understand or has questions, Participant will advise the Operator to request further assistance before using the facilities.

Participant Signature

Date

Printed Name