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

I have voluntarily elected to use and, if applicable, to allow the minor child(ren) identified below and referred to individually and collectively herein as “Child”, to use the Rush Hour Inc facilities and equipment located at 5335 Raynor Road, Garner, NC (the “Rush Hour Facility”). IN CONSIDERATION of being permitted to participate in karting, axe throwing, use said facilities and equipment, compete, officiate, observe, work, or participate in any other services and/or activities provided by Rush Hour Inc including being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself/herself, the Child, his/her personal representatives, heirs, and next of kin, represent, acknowledge and agree as follows:

GENERAL RELEASE
Participant and Parent or Guardian acknowledge and agree that this Agreement covers and is INTENDED TO RELEASE and provide other benefits, legal protections, and consideration to Rush Hour Inc and the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, competition vehicle owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, sponsors, advertisers, owners and lessees of premises used to conduct the event(s) or activities, 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, event(s) or activities, their directors, officers, agents and employees, owners and lessees of premises and all other persons or entities acting in any capacity on their respective or collective behalf (collectively, “RELEASEES”).

Participant and Parent or Guardian believe the Participant is qualified to participate in Activities and if at any time the Participant, Parent or Guardian believe conditions to be unsafe, I or the Child will immediately discontinue further participation in the Activities. Participant and Parent or Guardian will continuously thereafter, inspect the ACTIVITY or RESTRICTED AREAS which I or the child enters, and he/she further agrees and warrants that, if at any time, I or the Child is in or about ACTIVITY or RESTRICTED AREAS and I or the Child feels anything to be unsafe, I or the child will leave the ACTIVITY or RESTRICTED AREAS and/or refuse to participate further.

Participant and Parent or Guardian hereby forever, RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE RELEASEES FROM ALL LIABILITY TO MYSELF OR MY CHILD, HIS PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN THE FOR ANY AND ALL BODILY INJURY, LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE MYSELF OR MY CHILD ARISING OUT OF OR RELATED TO THE EVENT(S), ACTIVITIES OR PREMISES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOU OR YOUR CHILD OR ANY PROPERTY DAMAGE.

RELEASE OF POTENTIAL INJURIES
Participant and Parent or Guardian acknowledge and agree that karting, participation in any axe throwing activities, entering a RESTRICTED AREA and the use of equipment at the Rush Hour Facility is inherently and obviously dangerous. These risks include SERIOUS PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, DEATH, HEAD INJURY, AMPUTATION, BROKEN BONES, LACERATIONS AND OTHER BODILY INJURY TO MYSELF, THE CHILD, AND/OR THIRD PARTIES, AND DAMAGE TO PERSONAL PROPERTY OF ANY OR ALL SUCH PERSONS. Participant and Parent or Guardian acknowledge that potential injuries could necessitate calling of emergency personnel and/or medical treatment and agree to be responsible for any such expense or cost. Participant and Parent or Guardian acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

VOLUNTARY ASSUMPTION OF RISK
Participant and Parent or Guardian ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the ACTIVITIES whether caused by the NEGLIGENCE OF RELEASEES or otherwise. Participant and Parent or Guardian acknowledge and agree the ACTIVITY IS VERY DANGEROUS AND INVOLVES THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. Participant and Parent or Guardian acknowledge and agree that the actions or activities of other customers or the actions, inactions, negligence of the RELEASEES, Rush Hour Inc, and Rush Hour Inc’s employees could cause me or the Child significant bodily injury (as described in this Agreement). I and/or the Child understand that such risks simply CANNOT BE ELIMINATED without jeopardizing the essential qualities of karting and other activities at the Rush Hour Facility which I and/or the Child further agree is for recreational purposes and COMPLETELY VOLUNTARY.
AGREEMENT TO INDEMNIFY
Participant and Parent or Guardian understand and fully acknowledge and agree that all of the risks identified herein and any other risks associated with use of the facility and its equipment are beyond the control of the Releasees. In the event that any claim is brought by, or asserted on behalf of, myself or my Child, I SHALL IMMEDIATELY DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES, AND ANY OF THEM, FROM ANY LOSS OR LIABILITY, including reasonable attorneys’ fees, associated therewith or arising therefrom. Participant and Parent or Guardian 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 MY OR MY CHILD’S INJURY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

TERM OF AGREEMENT
Participant and Parent or Guardian understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit Rush Hour Inc. Participant and Parent or Guardian 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 Activity(ies) 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.

Participant and Parent or Guardian have had sufficient opportunity to read this document. I HAVE READ AND UNDERSTOOD AND AGREE TO BE BOUND BY ITS TERMS VOLUNTARILY IN EXCHANGE FOR THE OPPORTUNITY TO PARTICPATE. I agree participation is voluntary and good and valuable consideration. Participant and Parent or Guardian has the right to negotiate the terms and conditions of this release agreement but BY SIGNING BELOW HEREBY WAIVES SUCH RIGHT. The parties agree that this Agreement is to be governed by and construed under the law of the State of North Carolina without regard to its conflicts of law provisions. The parties further agree that all disputes shall be resolved exclusively in state or federal court in North Carolina. There are no other agreements, oral, written, or implied, with respect to such matters.

By signing below, I represent and warrant that I am the parent, legal guardian, or power-of-attorney of the below listed Child(ren) and have the authority to execute this Agreement on his/her or their behalf and to act on his/her or their behalf. I have read each and every paragraph in this document and I and they agree to be bound by the terms stated therein.

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.

ALL SECTIONS MUST BE COMPLETED.