

**PARTICIPANT CONSENT, RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
BOSS PRO-Karting and Axe Throwing
18301 Brookpark Road, Brook Park, Ohio 44142-1519**

IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the activities at BOSS PRO-Karting (the "EVENT(S)") or being permitted to enter for any purpose any restricted areas at the facilities operated by BOSS PRO-Karting, (the "RESTRICTED AREA") (and as further 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), THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, minor child, and next of kin:

1. **GO-Kart Racing:** understands 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. Knows the nature of the Events and his/her (or my minor child's) experience and capabilities and believe that he/she (or my minor child) is qualified to participate in these Events.
2. **AXE Throwing:** understands that the use of axe-throwing equipment constitutes an inherently risky recreational Event. Knows the nature of the Events and his/her (or my minor child's) experience and capabilities and believes that he/she (or my minor child) is qualified to participate in these Events.
3. **COVID-19 and other Communicable Diseases.** Considers himself/herself (or my minor child) in good health, 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. Have not been around those who have shown symptoms of illness or have recently been sick. Will take the necessary precautions as recommended by the CDC to prevent the spread of illness in order to maintain a safe, healthy environment. Understands and acknowledges that COVID-19 and any other viruses or other diseases which may be spreading in the area at the time of participation in the Events are public health risks, and BOSS PRO-Karting LLC cannot guarantee my safety or immunity from infection. There is no known vaccination for COVID-19 and there may be none for other viruses or other diseases to which you (or your minor child) may be exposed at BOSS PRO-Karting LLC. With full appreciation of these facts, voluntarily agree to participate in the events. In consideration for participation, knowingly and voluntarily assume all risks associated with my (or minor child's) participation in the Events, including but not limited to, the risk of illness, death, bodily injury, disability, or exposure of infection with COVID-19 or other viruses or diseases which may be spreading in the area at the time of participation in the events.
4. FULLY UNDERSTANDs that: a.) **THE EVENTS ARE VERY DANGEROUS and participation in these Events 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 Events, the condition and layout of the facility, 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 EVENTS WITH KNOWLEDGE OF THE DANGER INVOLVED.
5. 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 acknowledges, agrees and represents that he/she has read and understands the posted rules and regulations at the facilities, agrees with such rules and regulations and confirms compliance with such rules and regulations.
7. Acknowledges, agrees, and represents that he/she has or will immediately upon entering (or the minor child enters) 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).
8. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the 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 lessees 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 LIBABILITY 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 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.
9. 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 INJURY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

10. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
11. 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 Ohio, U.S.A., 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.
12. Acknowledges that this agreement shall remain in full force and effect for all Events engaged in at BOSS PRO-Karting for any period of time.

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.

SIGNATURE OF PARTICIPANT

DATE

PRINTED NAME OF PARTICIPANT

If the participant is a minor child:

SIGNATURE OF LEGAL GUARDIAN

DATE

PRINTED NAME OF LEGAL GUARDIAN

Signature of Employee Accepting

Date

Printed Name of Employee Accepting Waiver