

Express Assumption of risk, complete waiver and agreement not to sue, and indemnity agreement

Dated Thursday, January 17, 2019 1/17/2019

Business Rogue Karting

Participant Test Test

Birthdate 1/2/1999

Phone

Email test1@test.com

tes, ca 12345

CustID 1004083

License #

READ THIS CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS

INDEMNIFICATION, GENERAL RELEASE

BY SIGNING THIS AGREEMENT, I AM GIVING UP MY RIGHTS AND THE RIGHTS OF MY SPOUSE AND/OR CHILD(REN) LISTED BELOW TO SUE Rogue Karting LLC FOR ANY INJURY, INCLUDING PARALYSIS OR DEATH, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF Rogue Karting LLC INCLUDING ITS OWNERS, AND/OR EMPLOYEES.

I hereby agree that I will carefully inspect Rogue Karting's course and equipment and make my own determination about its fitness for use. If I find any equipment needing repair or replacement, I will not use the equipment and will immediately bring such item to the attention of a Rogue Karting employee.

I, my spouse, and/or my minor child(ren)/ward(s) hereby represent and warrant that (i) I/we are in good health and fit to use the karts; (ii) I/we are not under the influence of alcohol (iii); I/we are not under the influence of any illicit or prescription drugs that would in any way impair my/four ability to safely participate in activities.

I, my spouse, and/or my minor child(ren)/ward(s) agree to be familiar with and to abide by all rules established by Rogue Karting.

I accept sole responsibility for the conduct and actions of myself, my spouse, and my minor child(ren)/ward(s) while participating in the activities.

I acknowledge that karting can be dangerous and accept the risk of serious bodily injury, permanent disability, paralysis, and loss of life.

RELEASE OF ALL LIABILITY FOR NEGLIGENCE:

On behalf of myself, my spouse, and my minor child(ren)/ward(s) or any child listed below, I hereby expressly and voluntarily remise, release, acquit and forever discharge Rogue Karting and/or its employees, owners and agents from any and all manner of actions or omissions, causes of action, suits, sums of money, controversies, damages, judgments, claims, and demands whatsoever, in law or in equity, including, but not limited to, any and all claims that allege negligent acts and/or omissions committed by ROGUE KARTING, its owners, employees or agents, whether the action arises out of any damage, loss, personal injury, or death to me, my spouse, or my minor child(ren)/ward(s) while karting or in or about ROGUE KARTING'S premises. This Release of Liability is effective and valid regardless of whether the injury or death is a result of any negligent act or omission on the part of Rogue Karting and/or its owners, employees or agents.

INDEMNIFICATION:

I understand that the known and unknown risks may be caused in whole or in part by the actions or inactions of me, my spouse, or my child(ren) or any child listed below, the actions or inactions of others participating in activities, or the actions, inactions, or negligence of ROGUE KARTING or any of its owners, employees or agents. In consideration of being allowed to use ROGUE KARTING'S karts and premises, I hereby agree to indemnify and hold harmless ROGUE KARTING and its owners, employees and agents, from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, incurred, and/or suffered as a result of any claims asserted by me, my spouse, or my child(ren)/ward(s) against ROGUE KARTING including, but not limited to, any and all attorneys' fees, costs, damages, and/or judgments incurred in the event of such loss whether caused by the negligence of ROGUE KARTING, its owners, employees or agents and that I further agree to indemnify and hold harmless ROGUE KARTING for any injury, damage, and/or harm that myself, my spouse, or my minor child(ren)/ward(s) cause to ROGUE KARTING or its facility and/or to any and all other persons while on ROGUE KARTING'S premises.

ARBITRATION AND EXCLUSIVE LIMITED REMEDY:

I AGREE THAT ALL DISPUTES RELATING TO OR ARISING OUT OF THIS AGREEMENT AND/OR MY USE, MY SPOUSE'S USE OR MY CHILDREN'S (OR ANY CHILD LISTED BELOW) USE OF THE KARTING FACILITY AND EQUIPMENT SHALL BE CONCLUSIVELY RESOLVED THROUGH BINDING ARBITRATION coordinated through the Arbitration Service of Portland, Inc. ("ASP"), and that this will be the sole and exclusive forum for resolving any disputes. The parties further agree that the costs of the arbitration shall be split equally between them and that the arbitration shall be confidential to the greatest extent allowable under applicable law.

If any party to this Agreement brings a civil action rather than an arbitration proceeding as required, such action shall be barred as a result of the exclusive remedy provided in that paragraph, and the prevailing party in any such court action shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with responding to such lawsuit and compelling arbitration.

If the arbitrator finds that I or my spouse/child(ren) or ward(s) has been injured to the extent and under circumstances such that it would be unconscionable under Oregon law to enforce the release provisions of this Agreement, then and only on expressly making such finding, the arbitrator shall have the exclusive authority to award up to \$1,000,000 in damages. The arbitrator shall not, under any circumstances, have the ability to award more than \$1,000,000, inclusive of costs, under any circumstances.

SEVERABILITY:

The undersigned Participant and Parent/Guardian agree that provisions of this Agreement are severable and that if any provision is held to be invalid

Participant X 

Thursday, January 17, 2019

Date

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