

## RENTAL CONTRACT AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of being permitted to participate in any and all activities being offered by RACEWAY FUN PARK INC. (R.F.I.), I acknowledge, understand and agree that:

The risk of injury from the activity and equipment involved in all the activities such as, but not limited to, GO KARTING, AXE THROWING, MINI GOLF, ARCHERY and HORSESHOE THROWING is significant including the potential of permanent injury or disability, death or other injuries. I assume all responsibility for injuries or damage while participating in any of the activities at the park.

- I knowingly and freely assume all such risk, both known and unknown, and I ASSUME ALL RESPONSIBILTY FOR INJURIES OR DAMAGE WHILE PARTICIPATING IN THESE ACTIVITIES.
- I hereby release RACEWAY FUN PARK INC., its representatives, agents, affiliates, partners, officers, directors, and employees of and from any and all claims for damage, injury or death to myself, or to any person or property, arising out of, or in connection in any way with my participation with the activities above.
- I am entering into this agreement freely and voluntarily and I agree that it is binding on me, my heirs, assigns, next-of-kin, executors, personal representatives, and administrators and may be held by RACEWAY FUN PARK INC. as a complete bar and defence against any claim, demand, action or causes of action by myself or on my behalf.
- I agree to reimburse RACEWAY FUN PARK INC. for any damages to the go-karts, equipment or facilities arising from my actions while participating in any of the RACEWAY FUN PARK INC. activities.

MY SIGNATURE BELOW SIGNIFIES THAT I HAVE READ AND UNDERSTOOD EACH OF THE ABOVE TERMS. I agree that if any portion of this agreement is determined to be unenforceable by a court of law, all other parts of the agreement shall remain in full force and effect.

## PARENT OR GUARDIAN SIGNATURE REQUIRED FOR CHILDREN 18 YEARS OF AGE AND UNDER

By signing this Release of Liability and Assumption of Risk Agreement on behalf of a minor (less than 19 years of age) (the "child"'):

- I represent that I am the parent and/or legal guardian of such child;
- I represent that the child is ten years of age or older if he/she is to be the driver of a go-kart;
- I accept the responsibility for all of the child's medical and damage expenses incurred in connection with his/her RACEWAY FUN PARK INC. activities;
- I agree to indemnify the released parties for any and all claims whatsoever brought by the child;
- I agree to indemnify the released parties for any and all claims whatsoever brought by a third party arising in connection with the child.

DATE
PHONE