OVERDRIVE RACEWAY LIABILITY WAIVER FORM

This Overdrive Raceway Liability Form (the "Waiver Form") is a legally binding contract between Overdrive Raceway, LLC and its insurance carriers, subsidiaries, affiliates, franchisors, officers, directors, shareholders, members, representatives, assignees, employees, volunteers, and agents, as well as any Activity sponsors and equipment manufacturers and distributors (collectively, "Overdrive Raceway") and you and your insurance carriers, employer, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, and agents (collectively, "You"). To the extent it applies, this is also a contract between Overdrive Raceway and any person under the age of eighteen who is under Your supervision, who is attending an event hosted by You, or whom You transported to Overdrive Raceway (collectively, "Your Minor Participant(s)").

By signing this Waiver Form, You expressly exempt, waive, and release Overdrive Raceway from all liability for any wrongful death, bodily injury, or property damage relating to Your participation in any competition, race, driving, or any other event offered by Overdrive Raceway or operating or using any equipment or vehicle in any manner (the "Raceway Activities") and using for any purpose Overdrive Raceway's area, property, facilities, buildings, equipment, parking lots, sidewalks, vehicles, karts, or protective gear (the "Raceway Facilities").

By signing this Waiver Form, You, on behalf of Your Minor Participant or Your Minor Participants, exempt, waive, and release Overdrive Raceway from all liability for any wrongful death, bodily injury, or property damage relating to Your Minor Participant(s)' participation in the Raceway Activities or Your Minor Participant(s)' access to or use of the Raceway Facilities.

READ THIS WAIVER FORM CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS

In exchange for being allowed to participate in the Raceway Activities now and in the future, on behalf of Yourself or, if applicable, Your Minor Participant, You agree:

1. PARTICIPATING IN THE RACEWAY ACTIVITIES IS HAZARDOUS AND INVOLVES THE RISK OF BODILY INJURY OR DEATH. The dangers and risks of the Raceway Activities include the risk of death, bodily injury, or property damage resulting from: (a) collision between Your or Your Minor Participant's kart and another kart, vehicle, person, object, or barrier; (b) the kart driving or wedging under the barrier, going through the barrier, or the barrier riding up the front of the kart due to additional impacts or acceleration from a collision; (c) the barrier landing on any part of You or Your Minor Participant, or other contact between the barrier and You or Your Minor Participant, whether You or Your Minor Participant are inside or outside of the kart; (d) skidding, overturning, sudden stops, braking, or acceleration; (e) fire, explosion, or the unavailability of emergency medical care; or (f) the negligence or deliberate acts of another person. You understand that the dangers and risks just described are not a complete list and that participating in the Raceway Activities may include other risks such as the acts, omissions, representations, carelessness, and negligence of Overdrive Raceway.

2. TO RELEASE OVERDRIVE RACEWAY from all responsibility and any liability for claims relating to Your or Your Minor Participant's participation in the Raceway Activities, including claims to recover damages or expenses for any bodily injury, death, or property damage related to Your or Your Minor Participant's participation in the Raceway Activities, whether or not caused by the negligence or other fault of Overdrive Raceway, including strict liability or any other liability without fault.

3. TO NOT SUE OVERDRIVE RACEWAY for any claim for bodily injury, death, or property damage related to Your or Your Minor Participant's participation in the Raceway Activities. In the event You or Your Minor Participant brings any claim, lawsuit, arbitration, mediation, or other dispute in any venue relating in any way to any issue addressed in this Waiver Form, You agree to pay for any and all expenses and costs, including attorneys' fees, that Overdrive Raceway incurs as a result of such claim, lawsuit, arbitration, mediation, or other dispute.

4. TO COMPENSATE OVERDRIVE RACEWAY for any damages or expenses, including court costs and attorneys' fees, incurred in defending any demand or lawsuit for any claim for bodily injury, death, or property damage relating to Your or Your Minor Participant's participation in the Raceway Activities, including any bodily injuries, death, or property damage to You or Your Minor Participant caused by other participants.

5. TO PAY FOR ALL DAMAGE AND EXPENSES related to Your or Your Minor Participant's participation in the Raceway Activities, whether caused negligently, intentionally, accidentally, or otherwise.

6. That You and, if applicable, Your Minor Participant, **UNDERSTAND THE SAFETY RULES** for the Raceway Activities, and if not, that You will advise Overdrive Raceway and request further assistance so that You and, if applicable, Your Minor Participant may fully understand the safety rules before You or Your Minor Participant participates in the Raceway Activities.

7. TO NOT PARTICIPATE IN THE RACEWAY ACTIVITIES if You or Your Minor Participant is under the influence of drugs or alcohol or is pregnant, or if there is any other condition that may impair Your or Your Minor Participant's ability to understand instructions or to participate in the Raceway Activities without creating a risk to You, Your Minor Participant, or others.

8. THIS WAIVER FORM REMAINS IN EFFECT and applies for every day You or Your Minor Participant participates in the Raceway Activities without requiring You or Your Minor Participant to sign an additional agreement or waiver form until a new release of liability and waiver of legal rights is executed by or on behalf of You or Your Minor Participant, until Your Minor Participant reaches the age of 18, or until You revoke this Waiver Form in writing and that writing is signed by an authorized representative of Overdrive Raceway.

9. THAT THIS WAIVER FORM IS LEGALLY BINDING on You and, if applicable, Your Minor Participant, and You understand this Waiver Form shall also be binding on any person or estate seeking to recover damages or expenses on Your or Your Minor Participant's behalf for any bodily injury, death, or property damage relating to Your or Your Minor Participant's participation in the Raceway Activities.

Persons with disabilities who participate in or are present on the Raceway Facilities are subject to the same waiver of rights. This waiver includes all risks described in this Waiver Form, including any claims, injuries, or damages that may result from using a specially modified kart or by virtue of any reasonable accommodations that have been provided by Overdrive Raceway. Overdrive Raceway does not assume any responsibility for offering any specially modified karts or other reasonable accommodations for the Raceway Facilities.

YOU UNDERSTAND YOU ARE AGREEING TO PARTICIPATE OR LET YOUR MINOR PARTICIPANT PARTICIPATE IN A POTENTIALLY DANGEROUS RECREATIONAL ACTIVITY. YOU ARE AGREEING THAT, EVEN IF OVERDRIVE RACEWAY USES REASONABLE CARE, THERE IS A CHANCE THAT YOU OR YOUR MINOR PARTICIPANT MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THE RACEWAY ACTIVITIES BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE RACEWAY ACTIVITIES THAT CANNOT BE AVOIDED OR ELIMINATED.

BY SIGNING THIS WAIVER FORM, YOU ARE GIVING UP YOUR RIGHT AND YOUR MINOR PARTICIPANT'S RIGHT TO SUE OVERDRIVE RACEWAY TO RECOVER DAMAGES OR EXPENSES FOR ANY BODILY INJURY OR DEATH OR PERSONAL PROPERTY DAMAGE THAT RESULTS FROM YOU OR YOUR MINOR PARTICIPANT PARTICIPATING IN THE RACEWAY ACTIVITIES.

You have the right to refuse to sign this Waiver Form, and Overdrive Raceway has the right to refuse to let You or Your Minor Participant participate in the Raceway Activities if You choose not to sign this Waiver Form.

By signing this Waiver Form, You are certifying that You are over the age of 18 and are legally competent to sign this Waiver Form, and, if applicable, that You are the parent or legal guardian of Your Minor Participant.

_____ _____

Participant Name Date

_____ _____

Participant/Guardian Signature Date