

**PARTICIPANT WAIVER, RELEASE, ASSUMPTION OF RISK,
AND INDEMNIFICATION AGREEMENT**

I voluntarily elected ___ I have voluntarily elected to allow the minor child(ren) (“Child”) identified below ___ to use the Monaco E Karting, LLC, DBA Monaco Indoor Karting, facilities and equipment, located at 328 S. White Horse Pike, Berlin, NJ 08009 (“Monaco Indoor Karting”). In consideration for being allowed to use, or observe others using, said facilities and equipment, and any other services provided by Monaco Indoor Karting, its employees, or agents (“Monaco Indoor Karting Attractions”), I represent, acknowledge and agree as follows:

General Release

I acknowledge and agree that this Participant Waiver, Release, Assumption of Risk and Indemnification Agreement (the “Agreement”) covers and is intended to release and provide other benefits, legal protections, and consideration to Monaco Indoor Karting, its agents, owners, officers, managers, shareholders, affiliates, volunteers, participants, employees, assigns, and all other persons or entities acting in any capacity on its respective or collective behalf (Releasees).

Release of Potential Injuries for Go-Karts

I acknowledge and agree that the Monaco Indoor Karting Attractions include go-karts and agree that the participation and observation of go-karts is inherently and obviously dangerous. These risks include serious physical or emotional injury, paralysis, death, damage to myself, the Child, and/or third parties, and may include damage to personal property of any or all such persons. I understand that these risks are inherent in the essential qualities of the activity and cannot just be removed without substantially changing the activity. I further agree that this activity is for recreational purposes and completely voluntary. I also agree to use Monaco Indoor Karting and its facilities in a safe and responsible manner.

Release of Potential Injuries for other Attractions

I acknowledge that in addition to both a junior and adult go-kart track, Monaco Indoor Karting Attractions will include arcade games, warped walls, café with food and drink served, a roller rink with roller skating and roller blading, and two party/conference rooms. I agree that the use of these attractions, or observation of others using these attractions have inherent and obvious dangers. These risks include serious physical or emotional injury, paralysis, death, damage to myself, the Child, and/or third parties, and may include damage to personal property of any or all such persons. I understand that these risks are inherent in the essential qualities of the activities and cannot just be removed without substantially changing the activity. I further agree that these activities are for recreational purposes and completely voluntary. I also agree to use these Monaco Indoor Karting Attractions in a safe and responsible manner.

Release of Potential Infection of Disease and Viruses

I acknowledge that Monaco Indoor Karting is a public location with many guests and employees who utilize the space on a daily basis. I further recognize that while Monaco Indoor Karting practices appropriate and reasonable cleaning practices, I could still potentially get infected with a disease or virus, including, but not limited to COVID-19, through my participation in, or observation of others participating in, the Monaco Indoor Karting Attractions. I fully release Releasees from any claim against them regarding the contraction of a disease or virus from for myself or the Child.

Voluntary Assumption of Risk

I acknowledge and agree that I and the Child are participating voluntarily at our own risk. I acknowledge and agree that the actions or activities of other customers or the actions or inactions of Monaco Indoor Karting employees could cause me or the Child significant bodily injury (as described within), and that Monaco Indoor Karting is not responsible for the actions or activities of customers using Monaco Indoor Karting Attractions or the negligence of its employees in supervising the Monaco Indoor Karting Attractions, including actions, activities, or omissions that result in such harm. I specifically acknowledge and assume the risk that participants may:

- 1.) Die or become paralyzed, partially or fully, through their use of the Monaco Indoor Karting facility and participation in Monaco Indoor Karting Attractions;
- 2.) Suffer cuts, scrapes, bumps, bruises, or sprain, pull break or otherwise seriously externally or internally injure their head, face, neck, torso, spine, arms, wrists, hands, legs, ankles, feet, or other body part as a result of the falling of any Monaco Indoor Karting Attraction, or making contact with other participants;

- 3.) Suffer from the transmission of disease strains and allergic reactions or suffer heat stroke, heart attacks, dehydration and other exertion-related medial events through use of the Monaco Indoor Karting Facility or Monaco Indoor Karting Attractions;
- 4.) Suffer from serious injuries due to unpredictable body movements and anticipated or unanticipated bodily contact caused by Monaco Indoor Karting Attractions;
- 5.) Suffer from similar physical injury from observing, standing, sitting, or taking photographs at or near any of the Monaco Indoor Karting Attractions, even if the observer is not participating.

Agreement to Pay My Own Medical Expenses

I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that I or the Child possess, whether known or unknown, which might contribute to or exacerbate any injury or illness that I or the Child might sustain as a result of using the Monaco Indoor Karting Attractions. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical/occupational therapy) is required or performed as a result of any injury I or the Child sustains while using the Monaco Indoor Karting Attractions, such assistance shall be at my own expense.

Arbitration

I AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF, OR RELATING TO, MY OR THE CHILD’S ACCESS TO, USE, OR ABILITY TO OBSERVE OTHER’S USING THESE ATTRACTIONS, INCLUDING THE DETERMINATION OF THE SCOPE OR ABILITY TO ARBITRATE THIS AGREEMENT SHALL BE DETERMINED BY ARBITRATION IN THE STATE OF NEW JERSEY BEFORE ONE ARBITRATOR. JUDGEMENT ON ANY AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. The Arbitration shall be in accordance with the JAMS Rules of Arbitration, which can be found online at jamsadr.com. I understand that by agreeing to arbitrate any dispute as set forth in this section, I am waiving my right, and the right(s) of the Child, to maintain a lawsuit against Releasees. Further, I acknowledge that by agreeing to arbitrate, I understand that I, the Child, and Releasees will **NOT** have the right to have claim(s) determined by a jury.

Time Limit to Bring Claim(s)

I AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF, OR RELATING TO, MY OR THE CHILD’S ACCESS TO, USE, OR ABILITY TO OBSERVE OTHER’S USING THESE ATTRACTIONS, INCLUDING THE DETERMINATION OF THE SCOPE OR ABILITY TO ARBITRATE THIS AGREEMENT SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL (i.e., the date of the alleged injury).

Photo/Video/Social Media Wavier

In connection with my and the Child’s use of the Monaco Indoor Karting Facility and Monaco Indoor Karting Attractions, I consent to the recording of the Child’s and my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic, or other means (“Recordings”). I hereby consent to and authorize Monaco Indoor Karting and its agents, representatives, employees, successors, and assigns to use, in perpetuity, such Recordings, as well as the Child’s name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing any Monaco Indoor Karting Facility. I further agree that the foregoing includes the consent to use the Child’s and/or my physical likeness in any form. In addition, I wave any and all claims that I or the Child may have in connection with the Recordings.

PARENT OR GUARDIAN CONSENT

I have read and understand the terms of this Agreement and unconditionally agree to its full terms, statements, warranties, notices, representations, waivers, and releases on behalf of both myself and marital community, if any, and my child or ward, whose name is :

First Name: _____ Last Name: _____ DOB: _____

All such terms, statements, warranties, notices representations, waivers, and releases fully apply to my child or ward as if I was the participant. I understand that, by signing this Parent or Guardian Consent, I am giving up important

legal rights both on behalf of myself and the Child, regarding potential rights and claims against Releasees. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I hereby warrant and represent that if I am neither the Child's Parent nor legal Guardian, I have been granted the expressed authority to execute this Agreement by, and on behalf of, the Child's Parent or Guardian.

PARENT OR GUARDIAN INDEMNIFICATION

AS THE INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF A MINOR OR OTHER INDIVIDUAL, I AGREE TO FULLY INDEMNIFY AND HOLD HARMLESS RELEASEES, FOR ANY AND ALL CLAIMS CONNECTED WITH, ARISING OUT OF, OR RESULTING FROM THE INDIVIDUAL OR CHILDS USE OF THE MONACO INDOOR KARTING FACILITY OR ATTRACTIONS.

SIGNING THIS DOCUMENT, I REPRESENT THAT I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS, CAUSES OF ACTION FOR MY OR THE CHILD'S LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, WHETHER OR NOT KNOWN OR ANTICIPATED, THAT OCCUR WHILE ON THE PREMISES OF MONACO INDOOR KARTING. I FURTHER UNDERSTAND AND AGREE TO INDMNIFY RELEASEES FOR ANY LIABILITY FOR ANY INJURY, DAMAGE OR LOSSES OF ANY KIND CAUSED BY MY NEGLIGENT OR INTENTIONAL ACTS WHILE ON THE PREMISES OF MONACO INDOOR KARTING.

THE SIGNATURE BELOW IS PROOF OF MY INTENTION TO EXECUTE A COMPLETE AND UNCONDITIONAL WAIVER, RELEASE, AND INDEMNIFICATION OF ALL LIABILITY TO THE FULL EXTENT OF THE LAW.

Signature: _____

Date: _____

____ I represent that I am 18 years of age or older.

____ I represent that I have had ample time to read this Agreement and that I have entered into this agreement voluntarily, freely, under no threat of duress, without inducement, promise, or guarantee being communicated to me.