

**PARTICIPANT CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF
RISK, AND INDEMNITY AGREEMENT**
BLUEGRASS KARTING & EVENTS AND/OR OVRDRIVE

IN CONSIDERATION of being permitted to participate in any way in the following activities at either **Bluegrass Indoor Karting, LLC** dba **Bluegrass Karting & Events** or **OVERDRIVE GAMES, LLC** dba **OVRDRIVE** (the “Companies”); go kart racing, axe throwing, Rage Room/Smash Room, VR, racing simulators and other activities provided at the Companies (the “Activities”), entering and/or standing in any Activity area or any area near an Activity Area (the “Restricted Areas”), I agree:

1. **Go Kart Racing:** I understand 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. I know the nature of the Activities listed above, and my, (or my minor child’s), experience and capabilities, and believe that I, (or my minor child), am qualified to participate in these Activities.
2. **Virtual Reality:** I understand that the human response to virtual reality (dizziness, nausea, seizures, fear of heights, bumping into objects, etc.) involves danger and risk. I know the nature of the activities listed above, and my, (or my minor child’s), experience and capabilities, and believe that I, (or my minor child), am qualified to participate in these Activities.
3. **Ax Throwing.** I understand that the use of axe-throwing equipment constitutes an inherently risky recreational Activity. I know the nature of the Activities listed above, and my, (or my minor child’s), experience and capabilities, and believe that I, (or my minor child), am qualified to participate in these Activities.
4. **Racing Simulators.** I understand that participating in racing full-motion simulators involves abrupt seat movements and operation of electronic and hydraulic hardware similar to those in actual racing vehicles. Operating these simulators, with or without other vehicles on the track at the same time, involves danger and risk. I understand that the human response to virtual reality (dizziness, nausea, seizures, fear of heights, bumping into objects, etc.) involves danger and risk. I know the nature of the Activities listed above, and my, (or my minor child’s), experience and capabilities, and believe that I, (or my minor child), am qualified to participate in these Activities.
5. **Rage Room/Smash Room.** I understand that rage room/smash room Activities are by nature physically and mentally strenuous and that serious risks and dangers exist in my participation in rage room/smash room Activities and in my use of the equipment provided by the Companies, including without limitation risks and dangers arising from projectiles (debris or broken pieces) flying or deflecting off of surfaces toward me at extremely high speeds and from the combative, competitive and aggressive nature of the rage room/smash room Activities. I know the nature of the Activities listed above, and my, (or my minor child’s), experience and capabilities, and believe that I, (or my minor child), am qualified to participate in these Activities.
6. **Other Activities.** I understand that my participation in other Activities or my presence in Restricted Areas constitute an inherently risky recreational Activity. I know the nature of the Activities listed above, and my, (or my minor child’s), experience and capabilities, and believe that I, (or my minor child), am qualified to participate in these Activities.
7. **COVID-19 and other Communicable Diseases.** I consider myself (or my minor child) in good health, am 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. I have not been around those who have shown symptoms of illness or have recently been sick. I will take the necessary precautions as recommended by the Center for Disease Control to prevent the spread of illness in order to maintain a safe, healthy environment. I understand and acknowledge that COVID-19 and any other viruses or other diseases which may be spreading in the area at the time of my participation in the Activities are public health risks, and the Companies 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 I may be exposed at the Companies. With full appreciation of these facts, I voluntarily agree to participate in the Activities. In consideration for my participation, I knowingly and voluntarily assume all risks associated with my participation in the Activities, including but not limited to, the risk of illness, death, bodily injury, disability, or exposure or infection with COVID-19 or other viruses or diseases which may be spreading in the area at the time of my participation in the Activities.
8. I FULLY UNDERSTAND that: (a) **THE ACTIVITIES ARE VERY DANGEROUS and participation in these Activities 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 Activities, the condition and layout of the Companies, premises and equipment, or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be

