

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING– IT AFFECTS YOUR RIGHTS! MINORS MUST HAVE A GUARDIAN PRESENT TO RACE!!! EXPRESS ASSUMPTION OF RISK, WAIVER OF LIABILITY, AGREEMENT NOT TO SUE AND INDEMNITY AGREEMENT FOR MINOR PARTICIPANTS

IN CONSIDERATION OF my and my minor child's ability to participate in the go kart and motorsport activities, bounce house activities, Miniature Golf activities and any affiliated activities and events operated and hosted by Need2Speed, Inc., 1501 Market Street, Redding, CA, including, without limitation, driving, riding, racing, training, learning, practicing, competing, maintaining karts, bouncing in the inflatables, jumping in or around the inflatables, sliding in or off the inflatables, playing in or around the mini-golf area, observing and spectating, or for any other purpose (hereinafter collectively "EVENTS") and/or IN CONSIDERATION OF my and my minor child's ability to enter into or upon the premises, locations, and facilities where said EVENTS are or will be taking place, I, on behalf of myself and my minor child,, and on behalf of our personal legal representatives, assigns, heirs, and next of kin (hereinafter collectively "THE UNDERSIGNED") hereby:

1. **WAIVER AND RELEASE.** RELEASE, WAIVE AND DISCHARGE Need 2 Speed, Inc., and The Flower House Corporation dba Party Extraordinaire and their owners, shareholders, officers, directors, employees, operators, organizers, sponsors, hosts of the EVENTS, officials, lessors, inspectors, insurers, underwriters, consultants, investors, volunteers, independent contractors, agents and legal representatives representatives and The Flower House Inc. dba Party Extraordinaire and its owners, officers, and staff (hereinafter collectively "THE RELEASEES") from any and all liability to THE UNDERSIGNED on account of, arising out of, or in connection with any and all injuries, losses or damages, and any claims or demands for any injuries, losses or damages, to the person or property of THE UNDERSIGNED or resulting in the death of THE UNDERSIGNED, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of THE RELEASEES, while THE UNDERSIGNED is on the property, using the property, facilities and services thereon, or participating in any way in any of the EVENTS thereon;

2. **COVENANT NOT TO SUE.** AGREE NOT TO SUE THE RELEASEES, on account of, arising out of or in connection with any and all injuries, losses or damages to the person or property of THE UNDERSIGNED, or resulting in death of THE UNDERSIGNED, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of THE RELEASEES, while THE UNDERSIGNED is on the property, using the property, facilities and services thereon, or participating in any way in any of the EVENTS thereon;

3. **INDEMNITY AND HOLD HARMLESS.** AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES, from any loss, liability, damage or cost they incur (including attorneys' fees and court costs), or any claim or lawsuit filed against them, on account of, arising out of, or in connection with the presence of THE UNDERSIGNED on the property, or THE UNDERSIGNED's use of the property or of the facilities and services thereon, or THE UNDERSIGNED's participation in any way in any of THE EVENTS thereon, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of THE RELEASEES; THE UNDERSIGNED also agrees to pay RELEASEES for any and all damage to the property, facilities and equipment caused by THE UNDERSIGNED;

4. **EXPRESS ASSUMPTION OF THE RISK.** ASSUME ANY AND ALL RISKS of injury, death, loss or damage to the person or property of THE UNDERSIGNED, whether or not caused by the active negligence or fault, passive negligence or fault, or sole negligence or fault of THE RELEASEES, while THE UNDERSIGNED is on the property, using the property, facilities and services thereon, or participating in any way in any of the EVENTS thereon;

5. **VOLUNTARY PARTICIPATION AND INFORMED CONSENT.** ACKNOWLEDGE THAT THERE ARE INHERENT DANGERS related to the EVENTS. I agree that neither I nor my minor child will participate in any EVENTS or utilize the property or facilities if we are under the influence of drugs or alcohol, if we are pregnant, or if there is any other physical condition that may impair my or my minor child's ability to understand instructions or to participate without creating risk to others or to me or my minor child. THE UNDERSIGNED acknowledges that he or she has been informed that his or her and the minor child's **PERSONAL SAFETY CANNOT BE GUARANTEED.** It is THE UNDERSIGNED's responsibility to: (1) fully disclose any health issues or medications that are relevant to his or her and the minor child's participation in the EVENTS; (2) inform Need2Speed, Inc., or its employees if there are any activities or aspects of the EVENTS about which THE UNDERSIGNED or the minor child does not feel comfortable; (3) cease participation and promptly report to Need2Speed, Inc., or its employees any unusual feelings or physical discomfort of THE UNDERSIGNED or the minor child; and (4) clear his or her and the minor child's participation with their respective physician. THE UNDERSIGNED bears responsibility to obtain, review, and follow all rules and regulations and instructions associated with the EVENTS and to fully inform my minor child about them.

6. This Agreement is intended to be as broad and inclusive as is permitted by law, and it is intended to be fully severable. If any portion of this Agreement is held invalid, it is agreed that the balance of the Agreement shall continue in full legal force and effect. That shall include modifying the agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy. This agreement is to be interpreted and enforced under the laws of the State of California,

7. I warrant that I am the parent or legal guardian of the minor child, and I represent and warrant that I have the full, complete and unrestricted legal right, power and authority to sign this Agreement on behalf of the minor child. I sign this Agreement on my own behalf and on behalf of my minor child, and it shall be binding as to my child, whether signed by one or more parents or guardians.

I HAVE READ THIS AGREEMENT FULLY, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY AND WITHOUT INDUCMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND I intend my signature to be a complete, continuing and uncontrolled release of all liability to the greatest extent allowed by law.

MINOR CHILD'S NAME (Printed): _____ BIRTHDATE: _____

PARENT/GUARDIAN* (Printed): _____ RELATIONSHIP: _____

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____

ADDRESS: _____ City _____ State _____ Zip _____

PHONE #: _____ DRIVERS LICENSE # _____