

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION AND
ACKNOWLEDGEMENT OF RISK, AND INDEMNITY AGREEMENT**

PLEASE READ THIS AGREEMENT CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. THERE ARE INHERENT RISKS OF INJURY WHILE PARTICIPATING IN, OBSERVING, OR BEING IN THE PRESENCE OF THESE ACTIVITIES. SERIOUS INJURY OR DEATH MAY RESULT FROM PARTICIPATION. BY SIGNING THIS DOCUMENT YOU ARE WAIVING CERTAIN IMPORANT LEGAL RIGHTS.

In consideration of my and if applicable my minor child's ("Minor") ability to use the Supercharged indoor karting facility, axe throwing facility, ninja course and trampolines, and having the opportunity to participate in, observe, be present at and enjoy services, food and beverage facilities and activities and events operated and hosted by Supercharged Racing of Montville, LLC (hereinafter "Supercharged") including, without limitation, driving karts ("karting"), axe throwing, ninja wipeout, trampolines and/or games (hereinafter collectively "Events") and in consideration of my and/or Minor's ability to enter into or upon the premises, locations, and facilities where said Events are or will be taking place, **I, for myself, Minor, my representatives, agents, assigns, successors, heirs, and next of kin (hereinafter collectively "undersigned") hereby agree to all the terms of this ACKNOWLEDGEMENT OF RISK, WAIVER OF LIABILITY, RELEASE (the "Agreement") as follows:**

1. The undersigned acknowledges that he/she or Minor will be in the presence of and/or participating in activities, **WHICH ARE VERY DANGEROUS TO PARTICIPATE IN OR BE PRESENT AT** including but not limited to, karting, axe throwing, ninja wipeout, games and trampoline activities, which involve the risk of injury to person or property, including death. With full knowledge of the risks involved, **the undersigned hereby expressly assumes and accepts any and all risks of injury, death, damage, or loss that may occur as a result of his/her or Minor's presence at or participation in SUPERCHARGED' s Events, activities or programs and/or the use of SUPERCHARGED's premises, facilities, equipment, and/or machinery. EVEN BEING PRESENT DURING SUCH EVENTS CAN CARRY MANY OF THE SAME RISKS AS PARTICIPATION IN THE EVENTS.** Event without participation, accidents can happen in ways that can harm observers and other present as well as participants, and there is greater risk to participants in these inherently dangerous activities.

2. **THE UNDERSIGNED, FOR HIMSELF/HERSELF AND/OR MINOR, HEREBY RELEASES AND HOLDS SUPERCHARGED HARMLESS FROM LIABILITY** for: (1) any and all losses, liabilities, damage, costs, illness, injury, temporary or permanent disfigurement or death (collectively "Injuries") that takes place arising out of or related to the undersigned's and/or Minor's participation in the Events, (2) any and all costs, claims, attorneys fees and/or causes of action; (3) all consequential damages; (4) all Injuries that occur as a result of emergency care provided or not provided or resulting from Supercharged emergency procedures; (5) legal and medical expenses and professional fees related to the Injuries or any claim the Undersigned and/or Minor may assert against Supercharged. This waiver further includes, without limitation damage that may result from SUPERCHARGED's negligence and/or that may occur as a result of any emergency care provided, if any. In the event of an emergency requiring medical care, the undersigned authorizes SUPERCHARGED to use its best efforts to obtain whatever medical treatment it, in its sole discretion, deems appropriate under the circumstances, and consents to receive such medical treatment, if any, and agrees that SUPERCHARGED shall have no responsibility to pay for medical treatment or related costs in any event.

3. **THE UNDERSIGNED FOR HIMSELF/HERSELF AND/OR MINOR, FURTHER HEREBY RELEASES SUPERCHARGED with regard to communicable diseases including, but not limited to Covid-19.** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. Covid-19 is extremely contagious and is believed to spread mainly from person-to-person contact and/or proximity. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, from time to time limited or prohibited the congregations of groups of people. Other diseases are also spread through similar means.

SUPERCHARGED has put in place preventative measures to reduce the exposure of COVID-19 including cleaning and safety guidelines are posted throughout the facility; however, Supercharged Entertainment cannot guarantee that you will not become infected with COVID-19. Further, participating in activities at the Supercharged Entertainment facility and being in a crowd of people could increase your risk of contracting COVID-19. **THE UNDERSIGNED FOR HIMSELF/HERSELF AND/OR MINOR HEREBY ASSUMES ALL RISK AND RELEASES AND HOLDS SUPERCHARGED HARMLESS FROM LIABILITY** for exposure to or infection by any communicable disease including, without limitation, COVID-19, that may come from entering the premises and/or by participating in Events, even though such exposure or infection may result in personal injury, illness, permanent disability, and death. The undersigned understands that the risk of becoming exposed to or infected by COVID-19 at the Supercharged Entertainment facility may result from the actions, omissions, or negligence of undersigned and others, including, but not limited to, employees, volunteers, and other participants and their families. The undersigned for himself/herself and Minor accepts sole responsibility for any injury to the undersigned and/or Minor due to any disease infection and agree that the release for illness in section 2, above, includes (without limitation) illness due to exposure to a communicable disease.

4. **THE UNDERSIGNED FOR HIMSELF/HERSELF AND/OR MINOR, FURTHER HEREBY RELEASES SUPERCHARGED** and its owners, employees, contractors, permittees, agents, representatives, assignees, successors, volunteers and contractors working for or with SUPERCHARGED, from any and all liability, loss, damages, costs, claims and/or causes of action, including but not limited to injury to the person or property and emotional and bodily injuries, including death, including without limitation any and all liability caused or occasioned by the sole or partial fault or negligence of SUPERCHARGED arising in any way from or related to the undersigned's and/or Minor's participation in any Events as herein described, the undersigned's and/or Minor's presence on, in, or about the premises where said Events are or will be taking place, and the undersigned's and/or Minor's use of SUPERCHARGED's premises, facilities, equipment, and machinery.

5. **THE UNDERSIGNED FOR HIMSELF/HERSELF AND/OR MINOR ALSO HEREBY AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS SUPERCHARGED** from any breach of this Agreement and from Injury, including injury to a third party (another person), liability, loss, damages, costs, claims and/or causes of action, legal expenses (including attorney's fees and court costs), arising out of or related to the undersigned's and/or Minor's participation in an Event, breach of this Agreement, and/or the undersigned's and/or Minor's negligent and/or intentional tortious acts, including without limitation claims that also allege negligence on the part of SUPERCHARGED. The undersigned also agrees to pay SUPERCHARGED for any and all damages resulting from the undersigned's and/or Minor's negligent and/or intentional tortious acts to SUPERCHARGED's premises, facilities, equipment, and/or machinery.

6. The undersigned acknowledges that alcoholic beverages may only be consumed by the undersigned in designated locations at Supercharged. The undersigned acknowledges that he/she will not participate in any Events or utilize the premises, facilities, equipment, or machinery if under the influence of alcohol or drugs or have a physical condition or injury that would impair his/her ability to understand and follow directions and participate without creating risk to others or him/herself. It is the undersigned's responsibility to consult with a doctor prior to participation and to participate only in those activities for which he/she has been cleared by his/her personal doctor, and possesses the required skills, qualifications, training and physical conditioning. If the Undersigned has a disability which Supercharged can reasonably accommodate, the undersigned agrees to request such reasonable accommodation from on-site Supercharged management and permit Supercharged a full opportunity to provide the reasonable accommodation.

7. SUPERCHARGED reserves the right to deny admission to its premises and/or participation in any Event to any person for any reason, including, but not limited to, failure to complete and sign this Agreement, failure to follow SUPERCHARGED rules and regulations, failure to follow SUPERCHARGED written or oral instructions/commands, display

of actions or attitude that SUPERCHARGED deems to be detrimental to its business and/or other patrons, possession of banned or illegal substances, and engaging in unsafe or erratic behaviors/actions. In such an instance, SUPERCHARGED reserves the right to require that any person leave the premises immediately and without refund of any fees paid.

8. The undersigned agrees that he/she or Minor may be photographed and/or video-recorded and consents to the use of any such photograph, video, film, or likeness to be used by SUPERCHARGED for any legitimate business purpose.

9. The undersigned for himself/herself and/or Minor agrees not to participate in any class action litigation against SUPERCHARGED unless the undersigned has individually given SUPERCHARGED a signed written notice of the undersigned's or Minor's grievance and given SUPERCHARGED a full subsequent opportunity to provide a remedy to the grievance.

10. The undersigned has an opportunity and right to have a lawyer read and negotiate this Agreement before executing it. The undersigned agrees that this Acknowledgement of Risk, Waiver of Liability and Release is intended to be and shall be construed as broadly and inclusively as is permitted by the law of the State of Connecticut or other applicable laws, and that it is fully severable, such that if any portion is held to be invalid, the undersigned agrees that any illegal clause shall be severed and the balance shall nonetheless continue in full force and effect. The undersigned also agrees that no oral or written representations can or will alter the contents of this document.

BY SIGNING THIS FOUR-PAGE ACKNOWLEDGEMENT OF RISK, WAIVER OF LIABILITY AND RELEASE, THE UNDERSIGNED AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT AND CERTIFIES: I HAVE READ AND UNDERSTAND THE CONTENT OF THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION AND ACKNOWLEDGEMENT OF RISK, AND INDEMNITY AGREEMENT. I AM AWARE THAT BY EXECUTING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS THAT I, MY CHILD OR OUR HEIRS, NEXT OF KIN, AGENT, ASSIGN, EXECUTORS OR ADMINISTRATORS MAY HAVE OR MAY HAVE HAD AGAINST SUPERCHARGED. I AM AT LEAST 18 YEARS OF AGE AND SIGN FREELY AND VOLUNTARILY. THIS RELEASE SHALL CONTINUE IN FORCE DURING THIS VISIT AND ALL FUTURE VISITS, UNLESS AND UNTIL REVOKED IN WRITING BY THE UNDERSIGNED. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I FURTHER ACKNOWLEDGE THAT E-SIGNATURE MAY BE USED AND ACCEPTED FOR PHYSICAL SIGNATURE.

IF THE UNDERSIGNED IS EXECUTING THIS AGREEMENT ON BEHALF OF MINOR, THEN THE FOLLOWING PROVISIONS SHALL ALSO APPLY:

- The undersigned is the parent or legal guardian of the Minor named below and has full legal right and authority to sign this Agreement.
- The undersigned assumes all responsibility to control the Minor and will do so to the greatest extent possible. If the undersigned sees anything which endangers the Minor, the undersigned agrees to remove the Minor from the premises without further participation.
- The undersigned consents to the Minor's entry into and participation in the Events the Minor may participate in.

Dated: _____

Print Name: _____

Sign: _____

Name of Minor Child: _____

Checking this box acts as your signature and your agreement with the terms and conditions of this Waiver and Release