

# Express assumption of risk, complete waiver and agreement not to sue, and indemnity agreement

Dated	_____	Birth date	_____
Operator	<b>Xtreme Racing and Entertainment, LLC</b>	Phone	_____
Participant's Name	_____	Email	_____
Address	_____		

## READ THIS CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS.

In return for the license to use the property, facilities and services of Xtreme Racing and Entertainment, LLC, any other persons or entity related thereto, and/or its subsidiaries and affiliates ("Operator") located at 708 W. Kenosha, Broken Arrow, OK 74102 or any affiliated facilities (the "Facilities"), the undersigned ("Participant"), for themselves, their heirs, assigns and legal representatives, hereby expressly agrees to:

1. ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OR PRESENCE UPON THE FACILITIES, including, without limitation, the risks of death, bodily injury or property damage resulting from: (i) any collision, including but not limited to collisions between his or her vehicle and another vehicle, a person or stationary object; (ii) skidding; overturning; sudden stops; braking or acceleration; (iii) fire; explosion; the unavailability of emergency medical care; or (iv) the negligent or deliberate acts of another person, including but not limited to the acts or omissions of the Operator;
2. RELEASE OPERATOR, and its successors, assigns, subsidiaries, managers, members, affiliates, officers, directors, employees, agents, landlords, sponsors and owners of the facilities ("Owners") from, and not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Participant's use of or presence upon the Facilities, including without limitation, those based on death, bodily injury, or property damage, whether or not caused by the negligence or other fault of Operator or any other person, including, but not limited to, strict product liability or any other liability without fault;
3. WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to the claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time or executing the release;
4. INDEMNIFY AND DEFEND OPERATOR and Owners, against and hold harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney fees, which in anyway arise from Participant's use or presence upon the Facilities;
5. PAY for any and all damages to the Facilities caused by Participant including any negligent or willful act; and
6. ACKNOWLEDGE that by participating in events at the Facilities or otherwise utilizing, or being present at the Facilities that he or she is cognizant of all the inherent dangers of driving vehicles offered to Participant and the basic safety rules for driving such vehicles (and if not I will advise Operator and request further assistance so that I may fully understand them). Participant agrees not to participate in any events or utilize the Facilities if Participant is under the influence of drugs or alcohol, if Participant is pregnant, or if there is any other physical or mental condition that may impair Participant's ability to understand instructions or to participate without creating risk to Participant or others.

I HAVE READ THIS AGREEMENT. I UNDERSTAND THAT BY MAKING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS. I DO SO FREELY AND VOLUNTARILY. I FURTHER CERTIFY THAT I AM OF LAWFUL AGE, NOT PREGNANT, AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT; THAT I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL; THAT I HAVE SIGNED THIS AGREEMENT AS MY OWN FREE ACT AND IF I HAVE ANY DOUBTS CONCERNING THE CONTENTS OF THIS AGREEMENT, I WILL CONSULT AN ATTORNEY BEFORE SIGNING IT.

Signature

Date