

# Rhythm RC Raceway

## LIABILITY WAIVER RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION AGREEMENT & MINOR RELEASE

**WARNING: THIS AGREEMENT IS LEGALLY BINDING.** BY SIGNING IT, YOU GIVE UP YOUR RIGHT TO RECOVER COMPENSATION THROUGH THE COURTS OR OTHERWISE, FOR ANY PERSONAL INJURIES OR DAMAGE TO YOUR PROPERTY, OR FOR YOUR DEATH, ARISING OUT OF YOUR USE OF THE R/C TRACKS, OPERATING R/C VEHICLES, TURN MARSHALING ON THE R/C TRACK FOR OTHER PARTICIPANTS, OR ARISING OUT OF YOUR PARTICIPATION IN CLASSES OR ACTIVITIES, PROVIDED BY RHYTHM RC LLC., SPONSORED BY RHYTHM RC LLC., OR ANY AFFILIATE OR WHOLLY OWNED SUBSIDIARY OF THE SAME (HEREINAFTER COLLECTIVELY REFERRED TO AS "RHYTHM RC LLC".) YOU WILL BE RELEASING THE LANDLORD OF RHYTHM RC LLC., AND ANY PERSONS WHO HAVE DESIGNED, MANUFACTURED OR INSTALLED THE FACILITIES. THIS AGREEMENT IS BINDING ON YOU, YOUR HEIRS, NEXT OF KIN, ASSIGNS, AND PERSONAL REPRESENTATIVES. THIS AGREEMENT ALSO REQUIRES YOU TO INDEMNIFY AND HOLD HARMLESS THE PERSONS RELEASED FROM ANY LOSSES, LIABILITIES, DAMAGES AND COSTS, INCLUDING ALL ATTORNEYS' FEES.

IN CONSIDERATION of being permitted to participate in any way in Rhythm RC LLC. sponsored Racing Activities, I for myself, my personal representatives, assigns, heirs, and next of kin: 1. ACKNOWLEDGE, agree, and represent that I understand the nature of Racing Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted at facilities open to the public during the Activity and upon which the hazards of racing are to be expected. I further agree and warrant that if at any time I believe conditions are unsafe, I will immediately discontinue further participation in the Activity. 2. FULLY UNDERSTAND that: (a) Racing Activities Involve Risks & Dangers Of Serious Bodily Injury, Including Permanent Disability, Paralysis And Death ("RISKS"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEE'S" NAMED BELOW; there may be OTHER RISKS AND SOCIAL & ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity. 3. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Rhythm RC LLC., their respective administrators, directors, agents, members, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the "RELEASEE'S" herein) From All Liability, Claims, Demands, Losses, Or Damages On My Account Caused Or Alleged To Be Caused In Whole Or In Part By The Negligence Of The "Releasee's" Or Otherwise, Including Negligent Rescue Operations; And I further Agree that if, despite the Release And Waiver of Liability, Assumption Of Risk, And Indemnity Agreement I, or anyone on my behalf, makes a claim against any of the Releasees, I Will Indemnify, Save, And Hold Harmless Each of the Releasee's from any litigation expenses, attorney fees, loss, liability, damages, or cost which any may incur of such claim. I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. VALID DATES. This agreement will remain valid from this date until December 31<sup>st</sup> 2029 and will be in force whenever I participate in activity at or with Rhythm RC LLC. through December 31<sup>st</sup>, 2029.

**I freely and voluntarily assume complete responsibility for these risks, known or unknown, and for the injuries that may occur as a result of these risks EVEN if injuries occur in a manner that is not foreseeable at the time I sign this agreement. I realize that by voluntarily assuming the risks involved, I will be SOLELY RESPONSIBLE for any loss or damage I sustain, including PERSONAL INJURIES to me, damage to my PROPERTY, or damage arising out of my DEATH.**

Participants Printed Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Address, City, Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

MINOR RELEASE: And, as parent and/or legal guardian, I understand the nature of racing activities and acknowledge that by signing below, I hereby agree to apply the RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT to the minor(s) listed below.

Minor #1 Full Name: \_\_\_\_\_ Gender \_\_\_\_\_ DOB \_\_\_\_\_

Minor #2 Full Name: \_\_\_\_\_ Gender \_\_\_\_\_ DOB \_\_\_\_\_

Minor #3 Full Name: \_\_\_\_\_ Gender \_\_\_\_\_ DOB \_\_\_\_\_

Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_