

Electric Skateboard Racing Safety Waiver and Release of Liability

Participant Information:

- Full Name: _____
- Address: _____
- Phone Number: _____
- Email: _____

Event Details:

- Event Name: Electric Skateboard Racing
- Date: _____
- Location: _____

Waiver and Release of Liability:

I, the undersigned, acknowledge that I am voluntarily participating in the Electric Skateboard Racing event. I understand that this event involves inherent risks, including but not limited to collisions, falls, and other incidents that could result in injury or death.

By signing this waiver, I agree to the following:

1. **Assumption of Risk:** I acknowledge that I am aware of the risks associated with electric skateboard racing and voluntarily assume all risks, known and unknown, related to my participation in this event.
2. **Release of Liability:** I hereby release, waive, and discharge the event organizers, sponsors, and any affiliated individuals or entities from any and all claims, liabilities, losses, or damages arising from my participation in the event, including any claims resulting from negligence.
3. **Medical Treatment:** I consent to receive medical treatment in the event of injury or illness during the event, and I hold harmless the event organizers and medical personnel from any claims arising from such treatment.
4. **Photography and Media Release:** I grant permission to the event organizers to use my likeness, photographs, and videos taken during the event for promotional purposes in both print and digital formats. I understand that these materials may be used in various media, including but not limited to websites, social media, and promotional materials.
5. **Acknowledgment of Understanding:** I have read this waiver and release, understand its terms, and agree to be bound by its conditions. I am aware that this waiver is a legal document and that I am signing it of my own free will.

Signature: _____

Date: _____

Emergency Contact:

- Name: _____

- Phone Number: _____

Please return this signed waiver to the event organizers prior to participating in the Electric Skateboard Racing event. Thank you for your cooperation and enjoy the race.

ESK8 Racing Academy Adult Waiver

- Date: _____
- Participant's Full Name: _____
- Birth Date: _____
- Street Address: _____
- City, State, Postal Code: _____
- Phone Number (optional): _____
- Email: (optional) _____

READ THIS CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS

ADULT WAIVER - EXPRESS ASSUMPTION OF RISK, COMPLETE WAIVER AND AGREEMENT NOT TO SUE, AND INDEMNITY AGREEMENT
READ THIS CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS.

In return for the license to use the ESK8 RACING ACADEMY, Inc. property, its facilities and services (the "facilities") of ESK8 RACING ACADEMY Inc. or any owned or affiliated facilities (as well as any other persons or entity related thereto) and/or its subsidiaries and affiliates ("OPERATOR"), the undersigned ("PARTICIPANT"), for themselves, their heirs, assigns and legal representatives, hereby expressly agrees to:

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 collision between his or her vehicle and another vehicle, a person, object or barrier; the skateboard riding or wedging under the barrier, going through the safety barrier, the barrier riding up the front of the kart due to additional impacts or acceleration, or because of the mechanics of the crash; the barrier landing on any part of the participant's person; contact between the barrier and the participant's upper or lower extremities; or any part of the participant's body; whether exposed inside or outside of the kart; skidding; overturning; sudden stops; brake or acceleration; fire; explosion; the unavailability of medical care; or the negligent or deliberate acts of another person.

RELEASE OPERATOR, Franchisers and all its successors, assigns, subsidiaries, branches, operators, franchisees, affiliates, officers, directors, employees, and agents, landlords, and event sponsors 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, including strict product liability or other liability without fault.

RELEASE OPERATOR, and other parties identified in paragraph 2 and owners of the facilities ("OWNERS") of any and all responsibility to him or her and agrees to indemnify and hold harmless OPERATOR and owners against any and all damages or injuries arising out of the use

of the Facilities by any party, including other PARTICIPANTS, or by negligent acts of OPERATOR or PARTICIPANT.

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 of executing the releases.

INDEMNIFY AND DEFEND OPERATOR, against and hold harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney fees, which in any way arise from PARTICIPANT'S use or presence upon the Facilities.

PAY for any and all damages to the Facilities caused by PARTICIPANT, negligently, willfully, accidentally or otherwise.

AGREE that by participating in events or the utilization of facilities of OPERATOR, I acknowledge that I fully understand the significant inherent dangers of riding and/or racing vehicles offered to PARTICIPANT and I further acknowledge that I will read and comply with safety rules provided to me in writing for riding such vehicles (and if I do not understand any point or part of the safety rules, I will advise OPERATOR and request further assistance so that I may fully understand them before using the facilities).

I agree that I will not participate in any events or utilize the facilities if I am under the influence of drugs or alcohol, if I am pregnant, or if there is any other physical condition that may impair my ability to understand instructions or to participate without creating risk to others or myself.

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.

BY SIGNING THIS AGREEMENT, I AGREE I HAVE READ THE ABOVE STATED, UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY THOSE TERMS WHICH SIGNIFICANTLY LIMIT MY LEGAL RIGHT TO SUE. I UNDERSTAND AND ACKNOWLEDGE THAT I AM WAIVING THE RISK OF INJURY RELATING TO THE ACTIVITY AT ESK8 RACING ACADEMY AND AGREE THAT GO-KART RACING CAN RESULT IN INJURY OR DEATH AS A RESULT OF COLLISIONS AND CONTACT WITH PERSONS, SKATEBOARDS, BARRIERS AND FIXED OBJECTS.

Participant Signature: _____

Date: _____

ESk8 Racing Academy Child Waiver

- Date: _____
- Participant's Full Name: _____
- Birth Date: _____
- Street Address: _____
- City, State, Postal Code: _____
- Phone Number (optional): _____
- Email: (optional) _____

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN
READ THIS CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS**

MINOR WAIVER - EXPRESS ASSUMPTION OF RISK, COMPLETE WAIVER AND AGREEMENT NOT TO SUE, AND INDEMNITY AGREEMENT.

In return for the license to use the ESk8 Racing Academy, Inc. property, its facilities and services (the "Facilities") of ESk8 Racing Academy Inc. or any owned or affiliated facilities (as well as any other persons or entity related thereto) and/or its subsidiaries and affiliates ("OPERATOR"), the undersigned ("PARTICIPANT"), for themselves, their heirs, assigns and legal representatives, hereby expressly agrees:

TO 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: collision between his or her vehicle and another vehicle, a person, object, or barrier; the skateboard riding or wedging under the barrier, going through the barrier, the barrier riding up the front of the kart due to additional impacts or acceleration, or the mechanics of the crash; the barrier landing on any part of the participant's person or contact between the barrier and the participant's upper or lower extremities or any part of the participant's body, whether exposed inside or outside of the kart; skidding; overturning; sudden stops; braking or acceleration; fire; explosion; the unavailability of emergency medical care; or the negligence or deliberate acts of another person.

TO RELEASE OPERATOR, Franchisers and all successors, assigns, subsidiaries, branches, operators, franchisees, affiliates, officers, directors, employees, sellers, suppliers, manufacturers, agents, vendors, contractors, tenants, landlords, and sponsors 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, including strict product liability or any other liability without fault.

TO RELEASE OPERATOR, and other parties identified in paragraph 2 and owners of the facilities ("OWNERS") of any and all responsibility to PARTICIPANT and agrees to indemnify

and hold harmless OPERATOR and OWNERS against any and all damages or injuries arising out of the use of the Facilities by any party, including other PARTICIPANTS, or any PARTICIPANT'S negligent acts. This clause does not apply to damages or injuries arising as a direct result of OPERATOR or OWNER'S own negligence.

TO INDEMNIFY AND DEFEND OPERATOR, against and hold harmless from any and all claims, causes of action, damages, judgments, costs, or expenses, including attorney's fees, which in any way arise from PARTICIPANT'S use or presence upon the Facilities but not including those that arise as a direct result of OPERATOR or OWNER'S own negligence.

TO PAY for any and all damages to the Facilities caused by PARTICIPANT, negligently, willfully, accidentally, or otherwise; and

That by participating in the events or utilization of the facilities of the OPERATOR, I acknowledge that I fully understand the significant inherent dangers of riding and/or racing vehicles offered to PARTICIPANT and I further acknowledge that I will read and comply with the safety rules provided to me in writing for riding such vehicles (and if I do not understand any point or part of the safety rules, I will advise OPERATOR and request further assistance so that I may fully understand them before using the Facilities).

I agree that I will not participate in any events or utilize the facilities if I am under the influence of drugs or alcohol, if I am pregnant, or if there is any other physical condition that may impair my ability to understand instructions or to participate without creating risk to others or myself.

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF ESk8 Racing Academy USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM ESk8 Racing Academy IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND ESk8 Racing Academy HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Guardian Signature: _____

Date: _____

Participant Signature: _____

Date: _____