In consideration for gaining access to 131 Audrey Lane, Union, MO 63084 (including the parking lot), and engaging the services and activities of Piccadilly Kart Racing, Piccadilly Par 1, and Piccadilly Palace, their agents, owners, officers, directors, representatives, assigns, affiliates, volunteers, participants, employees, insurers, and all other persons or entities acting in any capacity on their behalf, (herein after collectively referred to as “Piccadilly” ), I on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate, and insurers, agree as follows:  
  
I acknowledge that my use of, participation, and presence of Piccadilly services or activities entails known and unanticipated risks that could result in physical or emotional injury including, but not limited to broken bones, sprained or torn ligaments, paralysis, death, laceration, or other bodily injury or property damage to myself my child(ren), or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of each activity. I acknowledge and agree that, while the activities that take place at the Piccadilly locations are monitored generally by Piccadilly employees, it is not feasible for such employees to monitor the activities and actions of all customers at all times or all customers simultaneously. Furthermore, Piccadilly employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s health or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction. I EXPRESSLY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL OF THE RISKS EXISTING IN THIS ACTIVITY(s). MY AND/OR MY CHILD(REN)’S PARTICIPATION IN THIS ACTIVITY IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE, OR ALLOW MY CHILDREN TO PARTICIPATE IN SPITE OF THE RISKS. If I and/or my child(ren) are injured, I acknowledge that I or my child(ren) may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. I UNDERSTAND AND AGREE THAT PICCADILLY WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME IF I AND/OR MY CHILD ARE INJURED UNLESS SUCH INJURY WAS CAUSED BY GREATER THAN ORDINARY NEGLIGENCE OF PICCADILLY. In consideration of Piccadilly allowing my participation in services or activities, I for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or assigns, DO AGREE TO HOLD HARMLESS, RELEASE AND DISCHARGE PICCADILLY OF AND FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LEGAL LIABILITY, WHETHER THE SAME BE KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, DUE TO PICCADILLY’S ORDINARY NEGLIGENCE: and I, for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or any assigns, FURTHER AGREE THAT EXCEPT IN THE EVENT OF PICCADILLY’S GROSS NEGLIGENCE AND WILLFULL AND WANTON MISCONDUCT, I SHALL NOT BRING ANY CLAIMS, DEMANDS, LEGAL ACTIONS AND CAUSES OF ACTION, AGAINST PICCADILLY FOR ANY ECONOMIC AND NON-ECONOMIC LOSSES DUE TO BODILY INJURY, DEATH, PROPERTY DAMAGE SUSTAINED BY ME AND/OR MY MINOR CHILD(REN) THAT ARE IN ANY WAY ASSOCIATED WITH PICCADILLY SERVICES OR ACTIVITIES. Should Piccadilly or anyone acting on their behalf be required to incur attorney’s fees and costs to enforce this Agreement, I for myself and on behalf of my heirs, administrators, personal representatives of assigns, agree to indemnify and hold them harmless for all such fees and costs.  
  
I certify that I and/or my children are physically able to participate in all activities at the location without aid or assistance. I further certify that I am willing to assume the risk of any known or unknown medical or physical condition that I and/or my children may have. I acknowledge and agree to follow and obey all posted and stated warnings and patron education signs and will also explain to each child(ren) listed in this waiver, and to ensure that each child obeys the safety rules at the location. I understand that the Piccadilly rules and stated warnings have been implemented for the safety of all guests at the location, including myself and/or my child(ren). I acknowledge that I will not participate in any events or utilize the facilities if I am under the influence of drugs or alcohol 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 acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child(ren) from the location. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. IF THERE ARE ANY DISPUTES REGARDING THIS AGREEMENT, I ON BEHALF OF MYSELF AND/OR MY CHILD(REN) HEREBY WAIVE ANY RIGHT I AND/OR MY CHILD(REN) MAY HAVE TO A TRIAL AND AGREE THAT SUCH DISPUTE SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL (i.e., the date of the alleged injury) AND WILL BE DETERMINED BY BINDING ARBITRATION before one arbitrator to be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. I further agree that the arbitration will take place solely in the state of Missouri and that the substantive law of Missouri shall apply. If, despite the representations made in this Agreement, I or anyone on behalf of myself and/or my child(ren) file or otherwise initiate a lawsuit against Piccadilly, in addition to my agreement to defend and indemnify Piccadilly, I agree to pay within 60 days liquidated damages in the amount of $5,000 to Piccadilly. Should I fail to pay this liquidated damages amount within the 60 day time period provided by this Agreement, I further agree to pay interest on the $5,000 amount calculated at 12% per annum.  
  
I further grant Piccadilly the right, without reservation or limitation, to videotape, and/or record me and/or my child(ren) on closed circuit television. I further grant Piccadilly the right, without reservation or limitation, to photograph, videotape, and/or record me and/or my child(ren) and to use my or my child(ren)’s name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials.  
  
In consideration of being allowed to participate in any or all of the services and activities, including, but not limited to, those set forth in the Participant Agreement and any related events and activities, the undersigned acknowledges, appreciates, and agrees that: (1) Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, (2) Participant for myself, and/or on behalf of my spouse, and minor child(ren)/ward(s) KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and, (3) agree to comply with the stated and customary terms and conditions for participation with respect to protection against infectious diseases and if I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest management employee immediately; and (4) that I, as parent/guardian, with legal responsibility for any minor participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against infectious diseases; and, (5) I, for myself and/or on behalf of my spouse, and minor child(ren)/ward(s) as well as on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Piccadilly, its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, owners, parent companies, affiliated entities and lessors of premises (“RELEASEES”), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.  
  
By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Piccadilly on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I understand this Agreement and I voluntarily agree to be bound by its terms. I am 18 years of age or older. I am entering this agreement on behalf of myself, my spouse or domestic partner, the child(ren), and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through such person or persons (collectively, the “Releasing Parties”).

Piccadilly management reserves the right for managers, officers, employees, operators and officials to remove individuals causing trouble or being disruptive in or on Piccadilly’s property. Individuals or groups may be asked to leave for public drunkenness, foul, malicious and/or dangerous behavior. Piccadilly has a policy to serve guests in a responsible, friendly and professional manner.  
  
I CERTIFY THAT I AM THE PARENT OR LEGAL GUARDIAN OF ANY LISTED CHILD(REN), THAT I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT, THAT I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL, AND THAT I HAVE SIGNED THIS AGREEMENT AS MY OWN FREE ACT. IF I HAVE ANY DOUBTS CONCERNING THE CONTENTS OF THIS AGREEMENT, I WILL CONSULT AN ATTORNEY BEFORE SIGNING IT.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name of Participant (Print) Date of Birth

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Participant Date

Minors:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Minor Child (Print) Date of Birth (Minor)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Parent or Guardian (Print) Relationship

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Parent or Guardian Date