

**GRAND PRIX NEW YORK NINJA COURSE, RACETRACK, CLIMBING WALL, BOULDERING WALL, ARCADE, AND BOWLING PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK**

**THIS IS AN IMPORTANT AGREEMENT THAT AFFECTS LEGAL RIGHTS. WE REQUIRE YOU READ IT IN ITS ENTIRETY BEFORE SIGNING BELOW.**

This Participant Agreement must be signed by adult participants (18+) in order to engage in the ninja course, climbing wall, bouldering wall, Go-Kart racetrack, and/or bowling alleys (hereinafter collectively referred to as the "Course") offered by Grand Prix New York, LLC. If the participant is a minor, at least one parent or legal guardian (parent, authorized adult, and guardian being referred to in this document as "Parent") must sign, as evidence of their agreement to these terms and conditions, for themselves and on behalf of the minor participant. **ANYONE WHO ENTERS A GRAND PRIX NEW YORK RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited) WITHOUT FIRST SIGNING THIS RELEASE AND WAIVER IS A TRESPASSER.**

In consideration of the services of **GRAND PRIX NEW YORK, LLC**, their agents, owners, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Grand Prix New York") I, an adult participant, Parent or Legal Guardian (parent, authorized adult, and guardian being referred to in this document as "Parent") of a minor participant (for myself and on behalf of that minor participant) understand, acknowledge and agree as follows:

**Activities and Risks**

I acknowledge that use of Grand Prix New York's Course consists of, but is not limited to: racing around an indoor, multi-level, Go-Kart racetrack; climbing, ascending, and descending an obstacle training course; climbing, ascending, and descending a climbing wall; climbing, ascending, and descending a bouldering wall; and participating in bowling and bowling related activities (all collectively and individually referred to as the "Activity"). The Activity entails known and unanticipated risks which could result in physical and/or emotional injury, paralysis, death, and/or damage to myself, to property, and/or to third parties. Participants may also experience an increased heart rate and other symptoms of anxiety and stress due to, among other things, heights, high speeds, physical exertion and reliance on others. Injuries may include, but are not limited to, the following: slips, trips, falls, painful crashes, concussions, overexertion, overheating, injuries from lack of fitness or conditioning, fatigue, chill and/or dizziness, risk of falling climbers, falling ropes, uneven mats, running into other climbers/participants/spectators, breaks, sprains, strains, bruises and other contusions and in extreme cases emotional distress, anxiety and even death. The description of risks above is not complete and other unknown or unanticipated risks, inherent and otherwise, may be encountered. **I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activity.**

The risks include, **among other things:** the hazards of walking on uneven terrain and slips, trips, and falls; being struck by objects dislodged or thrown from above; the use of climbing ropes and equipment; the risks of falling; the risks of others falling; the risk dropping a bowling ball on oneself or another; the risk of slipping on a bowling lane; the risk of cold and heat including hypothermia, and heat stroke; my own physical condition, and the physical exertion associated with this Activity.

I acknowledge that participants in the Activity share the responsibility with staff for compliance with safety procedures, including the use of all safety equipment. Before engaging in the activities, participants must read and understand all instructions, posted or otherwise conveyed, receive specific training in using the safety equipment, and understand and accept the risks involved. I understand and accept that the staff may deny or terminate participation or remove visitors from the premises at any time in its sole discretion. Among the hazards and risks of the activities and use of the premises and equipment of the Activity are the following: falls and abrupt and possibly harmful contact with other persons, structures and objects (fixed and moveable); carelessness and misjudgments of participants and staff of the Activity, including by failing to follow proper procedures, instructions and the operating policies; the failure of structures and equipment; and the forces of nature, predictable and unpredictable.

If I am an adult participant or Parent, I hereby acknowledge and consent to my participation and the participation of my minor child in the Activity. If I, or my child, observes any unusual or significant hazard during my or my child(ren)'s presence or participation, I will remove myself and/or my child(ren) from participation and bring such to the attention of the nearest Grand Prix New York employee immediately. I understand and agree to observe all of the rules and regulations of the Program, including, but not limited to, wearing athletic clothing in good condition, appropriate, closed toed athletic shoes on all equipment where signposted, and any other instruction from a Grand Prix New York employee. I further agree to wear and use as instructed any necessary safety equipment provided to me and recognize that failure to do so increases the potential for severe injury or death. I agree to follow any oral instructions or directions given by any employee of Grand Prix New York.

**Assumption of Risks**

If I am an adult participant or Parent, I hereby acknowledge and assume all of the risks of participation in the Activity, whether inherent or not and whether described above or not. I acknowledge that participating in the Activity involves inherent risks and other risks, hazards, and dangers, including some not listed above, can cause or lead to death, injury, illness, property damage, mental or emotional trauma, or disability. I expressly assume all the risks of enrollment and participation in the activities and moving about the premises of the Activity, inherent or not, and whether or not described above. I also understand that any equipment that I provide or may borrow or rent from Grand Prix New York or any other provider I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability. If I am the Parent of a minor participant I have discussed the activities and risks with the minor child who understands and accepts them. By participating in the Activity, I agree my image and/or voice may be recorded for possible broadcast or other promotional purposes without compensation.

I hereby acknowledge, agree, and represent that I have or will immediately upon entering any Restricted Area, and will continuously thereafter, inspect the Restricted Area which I enter, and I further agree and warrant that, if at any time, I am in or about any Restricted

Areas and I feel anything to be unsafe, I will immediately advise the officials of such and if necessary will leave the Restricted Area and/or refuse to participate further in the Activity.

I hereby acknowledge that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. **Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.**

**Grand Prix New York, LLC, Diamond Properties, LLC, Diamond Hospitality Group LLC, Diamond Property Management LLC, and all affiliates cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while utilizing Grand Prix New York's services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize Grand Prix New York's services and/or enter onto Grand Prix New York's premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.**

**I have read and understood the above warning concerning COVID-19.** I hereby choose to accept the risk of contracting COVID-19 for myself and on behalf of my minor child, in order to utilize Grand Prix New York's services and enter Grand Prix New York's premises. These services are of such value to me (and/or my child) that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize Grand Prix New York's services and premises in person

#### **Release and Indemnity**

If I am an adult participant or Parent (for myself and, to the maximum extent allowed by law, on behalf of the minor participant) I agree to release and not to sue Grand Prix New York, LLC and/or their respective owners, members, officers and staff with respect to any and all claims of injury, disability, death, or other loss or damage to person or property suffered by me, the child, a family member, personal representative, estate, or any other person if applicable, arising in whole or part from my (or the child's) visit to the premises of the Activity or participation in any activity. I agree for myself on behalf of the minor participant, and the parties listed above, **NOT TO SUE** and to **INDEMNIFY, DEFEND, AND HOLD HARMLESS, Grand Prix New York, LLC** a New York limited liability company, its managers, members, owners, agents, directors, attorneys, staff, volunteers, successors, assigns, affiliates, heirs, investors, partners, promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, sponsors, advertisers, owners and lessees of premises used to conduct the Activity, premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Activity in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Grand Prix New York's services and premises as well as Diamond Hospitality Group LLC, Diamond Properties LLC, DP 21 LLC, and Diamond Property Management LLC (all collectively referred to as the "Released Party"), in law and in equity against any and all claims, suits or actions of any kind, whatsoever, for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees, costs of defense, and any related costs, if litigation or the threat of litigation arises pursuant to any claims made by me or by anyone else acting on my behalf or on behalf of the minor participant. If I make any such claim or any such claim is made by anyone on my behalf or on behalf of the minor participant or as a consequence of the minor participant's participation in the Activity at Grand Prix New York, LLC, I agree for myself and on behalf of the minor participant to reimburse all such costs and liability to the person or entity who incurs such costs or liability from such suits, claim, demands or actions of any kind.

I acknowledge that these agreements of release and indemnity include loss or damage caused or claimed to be caused in whole or in part by the negligence of a Released Party, but not intentional wrongs or the gross negligence of a Released Party. In the event that any damage to equipment or facilities occurs as a result of my or the minor participant's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

#### **Additional Provisions**

If I am an adult participant or Parent, I acknowledge and agree to the following additional provisions: In any lawsuit or other action against Grand Prix New York or another Released Party arising from bodily injury, death, property loss or damage, I agree that, to the extent permitted by law, the total amount recoverable by me or the minor child for such bodily injury, death, property loss or damage shall not exceed the amount of \$1,000,000.

Grand Prix New York does not have medical personnel or treatment available to participants or visitors. I hereby authorize and grant permission to Grand Prix New York to secure emergency medical treatment for myself, or, if I am the Parent, the minor child, if necessary. I represent that I, or the minor child who is a participant, has no medical or health condition which might cause me, him or her to be a danger to ourselves or to others. I agree to be responsible for all costs of medical care, including transportation, for myself, or the child. I am, or the child is, covered by adequate medical health insurance to provide for any medical costs that may be incurred. If I am an adult participant or Parent, I agree that any dispute between a Released Party and a participant or Parent will be governed by the Substantive laws of New York, (not including laws which might apply the laws of another jurisdiction), and any mediation or suit shall take place only in that state. I agree to pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by me, or by or on behalf of the minor participant, if the claim or suit is withdrawn or to the extent a court or mediator determines that the Released Party is not responsible for the claimed injury or loss. If any term or provision of this Agreement is held by a court of proper jurisdiction to be illegal, unenforceable or in conflict with any governing law, the validity of the remaining portions of the Agreement shall not be affected thereby.

The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

### Grand Prix New York Safety Guidelines

Your understanding of our Safety Guidelines (“Guidelines”) helps us keep you safe. Please read the following so that you may know what we expect of you. Use, access, and/or participation in or on Grand Prix New York owned equipment will hereby be referred to, individually and collectively, as the “Activity.”

This Participant Release document, signed, is required of all adult participants seeking access to the Activity and those minor participants that are unaccompanied by an adult (18+) and so permitted with a properly signed and completed Release. Completion of such form is proof of your understanding of the following policies.

All Course (“Course”) participants are required to attend and view a Grand Prix New York pre-course training session, and/or receive training from a Grand Prix New York employee prior to participating in the Activity. The training session will instruct all participants in the safe operating procedures of the systems. Staff may refuse Course access if a participant does not demonstrate an appropriate comprehension level of the safety policies. Grand Prix New York requires the minimum height and age of ninja course, climbing wall, and bouldering wall participants specifically to be a minimum height of 42” and a minimum age of 5 years and up for participation. Participants are required to weigh a minimum of 30 pounds and no more than 300 pounds to assure the safe and correct operation of the systems and related equipment. By signing below, you declare that you as a participant meet these height and weight requirements.

There is no quantifiable level of fitness required to participate in the Activity. Participants should be of reasonable health and possess no medical conditions that could pose harm to themselves or others in undertaking light to moderate to strenuous levels of exercise. The Activity requires varying levels of strength, stamina, and agility. If you are unsure about your ability to participate, please consult your doctor prior to your visit. The Staff is not responsible for determining an appropriate level of physical fitness, however the Staff reserves the right to refuse admittance to persons who appear intoxicated or otherwise impaired or unfit for participation.

If you are pregnant we strongly suggest that you do not participate in the Activity. The level of exertion required to participate poses a serious risk of injury to mother and child. Grand Prix New York will refuse admittance to visibly pregnant woman seeking to participate in the Activity. All participants are required to wear and return the personal protective equipment as issued by Grand Prix New York. Participants must be dressed appropriately, including wearing closed toe shoes and wearing no loose jewelry. Loose fitting clothing and long hair must be secured, as they otherwise pose a safety risk. Grand Prix New York is not responsible for loss or damage caused to personal effects. The staff reserves the right to refuse admittance to persons who are not dressed appropriately to participate in the Activity.

All participants must act considerately and responsibly when interacting with Staff and fellow participants. Failure to do so is grounds for removal from the Activity. No refunds will be issued.

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 *Grand Prix New York*, and any aforementioned Released Party on the basis of any claim from which I have released them herein. I also understand and agree that I will not participate in the Activity if I am under the influence of alcohol or drugs. I have had sufficient opportunity to read this entire document.

I am completing this Document for the following Participant(s) (CHECK ONE):

Myself Only

Minor(s) Only

Each Adult Participant (18 & older) needs to complete their own Waiver Form, and each Minor Participants need their Parent, Guardian, or Adult Authorized by the Minor's Parent or Guardian to complete the Waiver Form for them.

I agree that I am responsible for the safety, well being, and behavior of the Minor(s). Additionally, I have communicated the Grand Prix New York Safety Guidelines to the Minors, and believe each of us to have a thorough understanding of them.

In the unlikely event of an accident involving the Minor(s), or loss or damage to his/her/their personal effects, I acknowledge that Grand Prix New York will not be liable for any direct or indirect loss, damage or injury arising from or in connection with the Activity.

I certify that the Minor(s) do not have any physical or medical conditions which could interfere with his/her/their safely undertaking the Activity offered or provided by Grand Prix New York.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I AM AT LEAST 18 YEARS OF AGE AND OTHERWISE LEGALLY COMPETENT TO SIGN THIS AGREEMENT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER LEGAL RIGHTS AS DESCRIBED HEREIN. I AGREE THAT THIS FORM SHALL BE BINDING ON ME, MY MINOR CHILD(REN) AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES AND ESTATE.

FOR PARENTS/GUARDIANS OF MINOR PARTICIPANTS UNDER THE AGE OF 18: In consideration of my minor child(ren) being permitted to participate in the Activity, I accept and agree to the full contents of this Agreement, I certify that I have the authority to sign on behalf of such minor child(ren) and to make decisions for such minor child(ren) regarding the Activity. I also agree to Release,

Hold Harmless, Indemnify and Defend the Released Party (as defined above) from all liabilities and claims that arise in any way from any injury, death, loss, or harm that occurs to my minor child(ren) during the Activity, or in any way related to the Activity. This includes the claim of the minor and any claim arising from the negligence of the Released Party.

**I have read this Release and Waiver and understand the consequences of signing it.**

**Participant's Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

Participant's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**Name of Adult Participant or Parent, Guardian, or Adult Signing below: (Print)** \_\_\_\_\_

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