

VOLUNTARY WAIVER AND RELEASE AGREEMENT

This Voluntary Waiver and Release Agreement ("Agreement") is hereby executed by the undersigned, or if the undersigned is under the age of 18 years, then the undersigned's parent or legal guardian (together with any heir, successor, representative or assign, collectively as "Participant") in favor and for the sole and exclusive benefit of the Organizers (as defined herein). In connection with Participant's involvement in the ZIP LINING activity or any other event which may take place in connection with the 2017 Scouting 500 at the Kansas Speedway at 400 Speedway Blvd, Kansas City, KS 66111 (the "Event"), Participant hereby certifies, warrants, represents, agrees and covenants to Adventure Zip KC LLC, and any of the respective Event Vendors or promoters, Kansas Speedway Corporation (individually and collectively, together with each of their respective parents, subsidiaries, affiliates, officers, directors, employees, partners, shareholders, members, board members, Vendors, volunteers, tenants, contractors, agents, successors and assigns, the "Organizers"), that he/she is:

- (1) FREE OF ANY MENTAL OR PHYSICAL CONDITION, AILMENT OR INJURY (MEDICAL OR OTHERWISE) WHICH WOULD, IN AND OF ITSELF OR IN CONJUNCTION WITH ANY OTHER CIRCUMSTANCE, INCLUDING BUT NOT LIMITED TO THOSE ACTIVITIES ASSOCIATED WITH THE EVENT, (i) IMPAIR, PREVENT OR PROHIBIT PARTICIPANT FROM ENGAGING IN SUCH EVENT ACTIVITIES OR (ii) BE AFFECTED, AGGRAVATED OR WORSEN IN ANY WAY AS A RESULT, DIRECTLY OR INDIRECTLY, OF PARTICIPANT'S INVOLVEMENT IN SUCH EVENT;
- (2) OF SOUND MIND AND BODY AND NOT UNDER THE INFLUENCE OF ALCOHOL OR ANY ILLICIT OR PRESCRIPTION DRUG OR MEDICATION WHICH MAY IN ANY WAY IMPAIR PARTICIPANT'S ABILITY TO ENTER INTO THIS AGREEMENT, FULLY UNDERSTAND THE RESPECTIVE INTENT AND MEANING OF ALL OF THE TERMS AND PROVISIONS HEREOF AND TO PARTICIPATE IN THE EVENT;
- (3) ENTERING INTO THIS WAIVER AND RELEASE AGREEMENT VOLUNTARILY, BY PARTICIPANT'S OWN FREE WILL, ACT AND DEED, WITHOUT ANY UNDUE INFLUENCE FROM THE ORGANIZERS OR ANY OTHER THIRD PARTY.

ASSUMPTION OF RISK

PARTICIPANT AGREES THAT HE/SHE DERIVES A MATERIAL BENEFIT FROM THE EVENT AND/OR PARTICIPANT'S INVOLVEMENT THEREIN. BY EXECUTION OF THIS AGREEMENT, PARTICIPANT AGREES AND ACKNOWLEDGES THAT A STRENUOUS ACTIVITY, SUCH AS ZIP LINING, IS POTENTIALLY HAZARDOUS, AND PARTICIPANT HEREBY ASSUMES ALL RISKS ASSOCIATED WITH PARTICIPATING IN SUCH AN ACTIVITY, INCLUDING, WITHOUT LIMITATION, FALLS, CONTACT WITH OTHER PARTICIPANTS OR THE EFFECTS OF WEATHER. FURTHERMORE, PARTICIPANT EXPRESSLY AND UNCONDITIONALLY ASSUMES ALL RISKS AND DANGERS KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND RELATING OR INCIDENTAL TO PARTICIPANT'S INVOLVEMENT IN THE EVENT AND ANY ACTIVITY ASSOCIATED THEREWITH. PARTICIPANT HEREBY RELEASES, FOREVER DISCHARGES AND HOLDS HARMLESS THE ORGANIZERS FROM AND AGAINST ANY AND ALL CLAIMS (WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT, INCLUDING STRICT LIABILITY, OR OTHER LEGAL THEORY), DAMAGES, LIABILITIES, COSTS AND EXPENSES, WHETHER KNOWN OR UNKNOWN, INCLUDING, BUT NOT LIMITED TO, DEATH, PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND OR NATURE, ARISING OUT OF OR RELATING TO PARTICIPANT'S INVOLVEMENT IN THE EVENT AND ALL ACTIVITIES ASSOCIATED THEREWITH.

Participant understands that by signing this Agreement, Participant covenants and agrees that such Participant, as well as such Participant's heirs, executors, administrators, successors and assigns, will never institute any suit or action at law, or otherwise, against any of the Organizers, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of services, expenses or compensation for or on account of any damage, loss or injury either to Participant's person or property, or both, which may result from the Participant's participation in the Event or any other event associated therewith. Each Participant agrees to defend and hold the Organizers harmless from any loss or damages, including attorneys' fees and costs, sustained by Organizers, or any one or more of them, as a result of any Participant's rescission of this Agreement or breach of its covenants or agreements contained in this paragraph.

Participant agrees that during the Event, the Organizers are authorized to secure appropriate medical attention for Participant in the event of an accident, illness or injury. Participant shall be responsible for any and all costs of medical coverage and treatment provided not covered by insurance.

IMAGE RELEASE

Participant further agrees that the Organizers shall have the right to record, broadcast and otherwise exploit in any and all media throughout the world Participant's activity/performance in the Event and to use Participant's name, likeness, voice and biographical information in connection therewith. If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

THE WAIVER AND RELEASE GRANTED BY PARTICIPANT HEREUNDER IS LEGALLY BINDING AND SHALL BE CONSIDERED IRREVOCABLE. PARTICIPANT AGREES THAT THE ORGANIZERS MAY RELY UPON THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE AT LAW OR IN EQUITY.

Participant hereby certifies that all information provided on ALL forms is true, accurate and complete in all respects.

Signature: _____

Print Name: _____ Phone: _____

Date: _____

Participant's Date of Birth: _____

Address: _____

PARENT OR LEGAL GUARDIAN (IF APPLICABLE):

Signature: _____

Print Name: _____

Address: _____

Phone: _____

Date: _____

EMERGENCY CONTACT:

Name: _____

Relationship: _____

Address: _____

Phone: _____

Alt Phone: _____