

Big Time Entertainment Liability Waiver

MINOR AGREEMENT AND WAIVER --- READ THIS AGREEMENT CAREFULLY BEFORE SIGNING --- THIS AGREEMENT AFFECTS YOUR RIGHTS. * MUST BE 18 YEARS OF AGE OR OLDER TO SIGN THIS AGREEMENT. MINORS UNDER THE AGE OF 18 MUST HAVE A LEGAL GUARDIAN TO SIGN FOR THEM.

In consideration of me and my minor child's ability to participate in the go kart and motorsport activities, playground activities, arcade and redemption activities, laser tag activities, axe throwing activities and any affiliated activities and events operated and hosted by Big Time Entertainment LLC dba Big Time Entertainment Family Fun Center, 42 Tower Rd., Oxford, AL 36203, (hereinafter collectively the "THE RELEASEES") including and without limitation, driving, riding, racing, training, learning, practicing, competing, teambuilding, maintaining karts, bouncing on the inflatables, jumping on or in the inflatables, jumping off the inflatables, sliding in or off/down the slides, playing in or around the arcade area, playing in or around the bowling areas, observing and spectating in or around the go kart track, playground areas, arcade area, grille area, axe throwing area, miniature golf area, or for any other purpose (hereinafter collectively "EVENTS") AND OR IN CONSIDERATION OF me and my minor child, and on behalf of our personal legal representatives, assigns, heirs, and next of kin (hereinafter collectively "THE UNDERSIGNED") hereby:

Any dispute, controversy or claim arising out of or relating in any way to this Agreement and Waiver, including without limitation, any dispute concerning the construction, validity, interpretation, or enforceability of the agreement and waiver shall be exclusively resolved by binding arbitration. Upon a submission of a party's dispute to arbitration, in the event of a dispute, controversy or claim arising out of or relating in any way to this Agreement and Waiver, the matter or matters shall be resolved by binding arbitration pursuant to the rules and regulations as promulgated by the American Arbitration Association. Any complainant that wishes to invoke binding arbitration must first give written notice to Big Time Entertainment LLC located at 42 Tower Rd., Oxford, AL 36203 by certified mail at least 30 days' prior to invoking arbitration. Failure to comply with all procedural requirements set forth in the Arbitration Rules of the American Arbitration Association shall constitute an absolute bar to the institution of any proceedings and a waiver of any claims associated with this Agreement and Waiver.

1.

EXPRESS ASSUMPTION OF THE RISK. The Minor/Parent/Legal Guardian/THE UNDERSIGNED hereby voluntarily assumes any and all risks involved or in any way related to the Minor's participation in racing or presence at, within or around the facility, 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 kart driving 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; braking or acceleration; fire; explosion; the unavailability of emergency medical care; the negligent or deliberate acts of another person; the negligent acts of Big Time Entertainment, LLC d/b/a Big Time Entertainment, its employees and/or personnel or while participating any other EVENTS thereon;

2.

COVENANT NOT TO SUE. The Minor/Parent/Legal Guardian/THE UNDERSIGNED AGREE NOT TO SUE THE RELEASEES, on account of, arising out of or in connection with any and all

injuries, losses or damages to the person or property of THE UNDERSIGNED, or resulting in death of THE UNDERSIGNED, whether or not caused by active negligence or fault, passive negligence or fault, or sole/joint/partial negligence or fault of THE RELEASEES, while THE UNDERSIGNED is on the property, using the property, facilities and services thereon, or participating in any way in any of the EVENTS thereon;

3.

WAIVER AND RELEASE. The Minor/Parent/Legal Guardian/ THE UNDERSIGNED releases and forever discharges Big Time Entertainment LLC, its members, managers, employees, and their respective agents, affiliates, successors, heirs and assigns, the owners of the facility, and all persons direct or indirectly having an interest therein (together, all of the foregoing being referred to as the "Big Time Entertainment LLC Group"), from, and agrees not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of the Minors use of or presence at, within or around the Facility, including without limitation those based on death, bodily injury, or property damage whether or not caused by the negligence or other fault of any member of the Big Time Entertainment LLC Group including strict product liability without fault. THE FOREGOING RELEASE IS INTENDED TO BE THE MAXIMUM AND BROADEST RELEASE PERMITTED BY LAW.

4.

INDEMNITY AND HOLD HARMLESS The Minor/Parent/Legal Guardian/THE UNDERSIGNED agrees to indemnify and hold harmless the Big Time Entertainment LLC Group from and against any and all claims, causes of action, damages, judgment, attorney's fees, costs or expenses which in any way arise from the Minors/Parents/Legal Guardians/THE UNDERSIGNED's conduct at the facility and any and all damages to the Facility, to any other driver or other person caused, directly or indirectly, by the Minor/Parent/Legal Guardian/THE UNDERSIGNED, whether by inadvertence, negligence, willful misconduct, or otherwise. The Minor/Parent/Legal Guardian/ THE UNDERSIGNED waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release does not extend to claims which the person giving the release does not know or suspect to exist at the time of executing the release.

5.

WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19. 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. Big Time Entertainment cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing Big Time Entertainment's services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize Big Time Entertainment's services and/or enter onto Big Time Entertainment's premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19. ASSUMPTION OF RISK: 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/or my children in order to utilize Big Time Entertainment's services and enter Big Time Entertainment's premises. These services are of such value to me [and/or to my children,] that I accept the risk of being exposed to, contracting, and/or spreading

COVID-19 in order to utilize Big Time Entertainment's services and premises in person. WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against Big Time Entertainment and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Big Time Entertainment's services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

The Minor/Parent/Legal Guardian/THE UNDERSIGNED agrees that in event of any accident which may require immediate medical or dental or any other emergency care, in which no next of kin can be notified in a reasonable amount of time through reasonable means, Big Time Entertainment LLC is hereby authorized to take all necessary actions as it relates to immediate medical/dental or other care, transportation and emergency medical services as warranted in the course of care of the Minor. The Parent/Legal Guardian/THE UNDERSIGNED agrees that he/she shall be responsible for all fees and expenses as they relate to this paragraph.

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 BIG TIME ENTERTAINMENT AND AGREE THAT GO-KART RACING CAN RESULT IN INJURY OR DEATH AS A RESULT OF COLLISIONS AND CONTACT WITH PERSONS, KARTS, BARRIERS AND FIXED OBJECTS.

First and Last Name of Minor:

First and Last Name of LEGAL GUARDIAN:

Date: _____

Phone or Email: _____