WAIVER AND RELEASE FROM LIABILITY FOR GO CARTS AND TRACK

In consideration for being permitted to drive Go Karts at The Alley Indoor Entertainment & Bowling Center, 11413 East 13th Street, Wichita, Kansas, I acknowledge and agree as follows:

1. I have read the rules for operating the Go Karts, and accept full responsibility for obeying the rules and all other posted rules and warning signs;

2. I understand that the course on which the Go Karts operate has hills and curves, which require a degree of skill and responsibility to navigate safely. I have the necessary skill and will exercise the responsibility necessary to operate the Go Karts and navigate the course safely;

3. The Go Karts are controlled by individual drivers, who are capable of making mistakes and intentionally causing harm to others. I could be potentially injured, disabled, or killed, whether by my own actions (or inactions) or the actions or inactions of another driver. I freely and knowingly assume this risk. I take full responsibility for any claims of personal injury, death, or damage to personal property arising out of my use of the Go Karts and/or the Go Kart track, whether to me or to other people. On behalf of myself, my heirs, my assigns, and my next of kin, I waive all claims for damages, injuries and death sustained to me or property that I may have against The B.E.D. Concept, LLC, and it members, managers, agents, employees, successors, and assigns (each a "Released Party").

4. I have been provided the opportunity to inspect the Go Karts and the track prior to signing this Waiver and Release, and the condition of each is completely satisfactory to me. If they were not, I would not sign this document or operate or ride in the Go Karts. Each time I operate or ride in the Go Karts, I will only do so after I have determined that the condition of the Go Karts and the track are completely satisfactory to me.

5. I have been provided with a copy of this Waiver and Release, and I intend for this Waiver and Release to stay in full force and effect until I send a Notice of Revocation, revoking this Document to The B.E.D. Concept, LLC. I understand that, in order to be effective, the notice of revocation must be in writing and must be sent to the following address by certified mail, return receipt requested:

The B.E.D. Concept, LLC
Attn: Managing Member
3200 N Rock Road
Wichita, KS 67226

I understand any Notice of Revocation will only be effective for dates more than three (3) days after the date the Notice of Revocation is actually received by the B.E.D. Concept, LLC.

6. I agree to indemnify, defend, and hold harmless each Released Party from any and all loss, liabilities, judgments, obligations, claims, damages, penalties, causes of action, court costs, litigation expenses (including, but not limited to, reasonable attorneys' fees and attorneys' fees incurred in any appeal) and expenses incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity, and any other expenses or costs sustained by any Released Party arising from this Waiver and Release and/or my operation of or ridership in or on the Go Karts and/or of the Go Kart track, and without regard to whether my actions (or inactions) were negligent or not.

I HAVE READ THIS WAIVER AND RELEASE IN ITS ENTIRETY. I UNDERSTAND THAT I AM ASSUMING ALL THE RISK INHERENT IN OPERATING AND/OR RIDING THE GO KARTS ON THE TRACK. I UNDERSTAND THAT IT IS A RELEASE OF All CLAIMS THAT I MAY HAVE AGAINST ANY RELEASED PARTY. I UNDERSTAND THAT THIS IS THE ENTIRE AGREEMENT BETWEEN ME AND ANY RELEASED PARTY AND THAT IT CANNOT BE MODIFIED OR CHANGED IN ANY WAY BY THE REPRESENTATIONS OR STATEMENTS BY ANY RELEASED PARTY OR BY ME. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF ALL THE PROVISIONS IN THIS WAIVER AND RELEASE AND MY AGREEMENT TO BE BOUND BY THEM.

Date _____ Rider's Date of Birth _____

First Name _____ MI _____ Last Name _____

Street Address _____ City/State _____ Zip Code _____

Phone Number _____ Rider Signature (If under 18, you may not ride until your Parent or Legal Guardian signs below) _____

If Rider is under age 18:

I am the parent or legal guardian of the above-signed Rider. I have read and voluntarily agree the foregoing Waiver and Release, and hereby agree to the terms thereof. I have signed this Waiver and Release on the minor Rider's behalf.

Printed Name of Parent or Legal Guardian _____ Signature of Parent or Legal Guardian _____