



WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

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

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.**

Sparklicious Mount Kisco, LLC, 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 Sparklicious and/or 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 Sparklicious' and/or Grand Prix New York's services and/or enter onto Sparklicious' and/or Grand Prix New York'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 on behalf of my minor child, in order to utilize Sparklicious' and/or Grand Prix New York's services and enter Sparklicious' and/or 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 Sparklicious' and/or Grand Prix New York's services and premises in person.

WAIVER OF LAWSUIT/LIABILITY: I (for myself and, to the maximum extent allowed by law, on behalf of the minor visitor) hereby forever release and waive my right to bring suit against Sparklicious and/or Grand Prix New York 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 Sparklicious' and/or Grand Prix New York's services and premises. I agree for myself on behalf of the minor visitor, and the parties listed above, **NOT TO SUE** and to **INDEMNIFY, DEFEND, AND HOLD HARMLESS, Sparklicious Mount Kisco, LLC and Grand Prix New York, LLC** both New York limited liability companies, their 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 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 visitor. If I make any such claim or any such claim is made by anyone on my behalf or on behalf of the minor visitor or as a consequence of the minor’s visit to the premises at Sparklicious and/or Grand Prix New York, LLC, I agree for myself and on behalf of the minor visitor 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 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, but not intentional wrongs or the gross negligence of a Released Party, and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW: I understand and agree that the law of the State of New York will apply to this contract.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE. I AM AT LEAST 18 YEARS OF AGE AND OTHERWISE LEGALLY COMPETENT TO SIGN THIS AGREEMENT. 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 VISITORS UNDER THE AGE OF 18: In consideration of my minor child(ren) entering Sparklicious’ and/or Grand Prix New York’s premises and/or utilizing Sparklicious’ and/or Grand Prix New York’s services, 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). 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 stay on Sparklicious’ and/or Grand Prix New York’s premises and/or by utilizing Sparklicious’ and/or Grand Prix New York’s services, or in any way related to entering Sparklicious’ and/or Grand Prix New York’s premises. 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.

**Signature:
Visitor’s Name:**

**Date:
Date of Birth:**

**Visitor’s Name:
Name (printed):**

Date of Birth:

Name of Adult Visitor or Parent, Guardian, or Adult Signing below: (Print)

Date:

Signature: