

**ACKNOWLEDGMENT OF RELEASE AND WAIVER OF LIABILITY,  
SECURITY POLICY, PRIVACY POLICY,  
AND ASSUMPTION OF RISK AND INDEMNITY**

In consideration of being permitted to be present at, compete and/or participate in the facilities and or activities conducted at and/or operated by Valley Forge Promotions LTD. The Arnold Group Inc. d/b/a Arnold's Gokart and Family Fun Center, (herein called the "Center") including but not limited to gokarting, arcade, laser tag and restaurant the address of which is 422 Business Center, V2200 West Drive, Oaks, Pennsylvania 19456 (herein called the "Facility"), each of the undersigned, for him or herself, his or her personal representatives, heirs and next of kin, today and all future dates, intending to be legally bound:

1. **HEREBY ACKNOWLEDGES, AGREES AND REPRESENTS** that he or she has or will immediately upon entering any part of the Area, and continuously thereafter, inspect the part of the Facility which he or she enters. He or she further agrees and warrants that if, at any time he or she is in or about any part of the Facility and he or she feels anything to be unsafe, he or she will immediately advise the owners or operators of the Center and will leave the Facility and/or refuse to participate further at the Center.
2. **HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE**, any and all of the following: Valley Forge Promotions d/b/a Arnold's Gokart and Family Fun Center, its shareholders, directors, officers, agents, workmen and employees; the owners and/or operators of the Center and/or Facility; Center personnel; any person or persons in any part of the Facility and/or participant or participants; any inspectors, underwriters, consultants or others who give, or have given, recommendations, directions, or instructions, or engage, or have engaged in, risk evaluation or loss control activities regarding the Center and/or Facility; and each of them, their shareholders, directors, officers, agents, workmen and employees, (each and all of the foregoing herein called the "Releasees") **OF AND FROM ANY AND ALL LIABILITY TO THE UNDERSIGNED**, his or her personal representatives, assigns, heirs and next of kin, **FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIMS OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED** arising out of or related to his or her presence, participation and or competition at the Center, whether caused by the negligence, gross negligence, recklessness and/or any other liability producing activity of the Releasees or otherwise.
3. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and each of them **FROM ANY AND ALL LOSS, LIABILITY, DAMAGE, OR COST** they may incur arising out of, or related to, his or her presence, participation and/or competition at the Center, whether caused by negligence, gross negligence and/or recklessness and/or any other liability producing conduct of Releasees or otherwise.
4. **HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE** arising out of or related to his or her presence, participation or competition at the Center, whether caused by negligence, gross negligence, recklessness and/or any other liability producing conduct of Releasees or otherwise.
5. **HEREBY ACKNOWLEDGES THAT THE FACILITIES AND ACTIVITIES OF THE CENTER ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY, DEATH AND/OR PROPERTY DAMAGE** . Each of the undersigned also expressly acknowledges that **INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.**
6. **HEREBY AGREES** that this Acknowledgment of Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement extends to all acts of negligence and/or recklessness by the Releasees, **INCLUDING NEGLIGENT AND/OR RECKLESS RESCUE OPERATIONS** and is intended to be as broad and inclusive as is permitted by the laws of Pennsylvania, in which the Center is located; and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. **HEREBY ACKNOWLEDGES, AGREES AND CONFIRMS** that the Center reserves the right to refuse to allow the undersigned to be present, participate and/or compete in any of the facilities and or activities of the Center, including, but not limited to, any facilities and/or activities whatsoever located and/or conducted at the Facility by the Releasees.
8. I represent that I am at least eighteen (18) years of age or in the alternative, that my parent or representative thereof, signs this document as a parent or guardian.

**PRIVACY POLICY:**

We respect and are committed to protecting your privacy. We may collect personally identifiable information when you visit our site. We also automatically receive and record information on our server logs from your browser including your IP address, cookie information and the page(s) you visited. We will not sell your personally identifiable information to anyone.

**SECURITY POLICY:**

Your payment and personal information is always safe. Our Secure Sockets Layer (SSL) software is the industry standard and among the best software available today for secure commerce transactions. It encrypts all of your personal information, including credit card number, name, and address, so that it cannot be read over the internet.

**REFUND POLICY:**

All sales are final. "The Center" does **NOT** provide Cash refunds. All refunds will be provided in the form of some medium redeemable only at "The Center"

**I HAVE READ THE RELEASE AND WAIVER OF LIABILITY, SECURITY POLICY, PRIVACY POLICY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND I HAVE  
GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY  
WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY  
SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST  
EXTENT ALLOWED BY LAW.**

