

**3CSons Hobbies LLC dba Get A Hobby  
RC RACING RELEASE AGREEMENT**

*(including RC Racing Rules and Day Pass/Membership Provisions)*

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY  
AGREEMENT (hereinafter the "Release Agreement")**

**BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT OR OTHER EVENTS AS DESCRIBED IN THIS RELEASE AGREEMENT. PLEASE READ CAREFULLY!**

**THE PARTIES**

This Release Agreement is by and between 3CSons Hobbies, LLC, dba Get a Hobby, and their owners, directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees")

and

The RC RACING Participant, Participant's Guardian/Parent, Spectators and anyone in or around the RC Racing area (all of whom are hereinafter collectively referred to as "the Participant").

**RC RACING**

In this Release Agreement, the term "RC RACING" shall include but is not limited to: the operation of an RC vehicle, repair of an RC vehicle, marshalling, assisting with RC track maintenance and all activities including practicing, all services, all equipment and use of facilities either provided by the Releasees, other racers, or spectators including club races, trophy races, day rentals, accommodation, food and beverage, water supply, compressed air, chemicals and all travel or movement around the grounds inside or outside.

In this Release Agreement the term "RC" stands for "remote control" and will be referred to as RC from this point on. RC and RC RACING includes all aspects of this sport including batteries and charging batteries, all moving and still components, and related activities with reference to RC Racing.

In this Release Agreement, the term "Negligence" includes the failure by the Releasees to use such care as a reasonably prudent and careful RC Racing operators would use under similar circumstances, or breach of any other duty of care imposed by law.

**THE RELEASE**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH RC RACING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

I am aware that participation in RC RACING involves many risks, dangers and hazards. I am aware that the Releasees may fail to predict whether the environment around me is safe at all times due to, but not limited to change in surface conditions, skill levels of other drivers, environments not inspected or expected. I assume all such risks, dangers and hazards. These may include but are not limited to: impact or collision with other persons and or equipment; negligence of other persons; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF RC RACING.

In consideration of the Releasees allowing me to participate in RC RACING and the use of the grounds as defined in this Release Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in RC RACING, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIER'S LIABILITY LEGISLATION ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF RC RACING REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in RC RACING;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my loss, injury, death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Commonwealth of Pennsylvania where the RC RACING takes place and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Commonwealth of Pennsylvania where the RC RACING takes place and shall be within the exclusive jurisdiction of the Courts of that Commonwealth.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of RC RACING, other than what is set forth in this Release Agreement. This Release Agreement will stay in effect for 1 year from the day of signing.

#### **ADDITIONAL RC RACING RULES**

1. Before putting an RC vehicle on the track, you must sign this Release Agreement. The Release Agreement is good until you choose to revoke it or it is revoked by GAH.
2. No driving RC vehicles in the parking lots, or in any areas in the store other than on the racetrack. Not even for testing and not for getting your RC to the track. Please carry your vehicle to the track.
3. No burning or spinning of wheels on the carpet surface of the track or any other surface – the friction can cause excess heat and burns. Failure to follow this rule will result in cost to be incurred by the Participant to repair the damage.
4. Help us create a family friendly atmosphere by being respectful to everyone. We would ask that while you are here you use considerate language and a kind heart toward others at all times. It will go a long way to help in creating an environment that we can all enjoy.

5. No alcoholic beverages. We are not licensed for alcohol. Our insurance strictly prohibits patrons from drinking and using the RC track.
6. Anyone under 16 years old MUST be accompanied by an adult, even if you are just spectating.
7. All minor spectators accompanying a RC Racer must have a signed Release Agreement.
8. Children under the age of 16 are not allowed on the track surface unless approved by their parent or guardian and that parent or guardian is confident that the minor child knows and understands the risks and has been properly instructed and trained.
9. You are responsible for any and all damages or injury caused directly or indirectly from your actions while on the grounds and the actions of your children or minors in your guardianship.
10. Your membership/day pass is for 1 person to use the track. You are permitted to allow another person to use your RC vehicle, however only one RC vehicle can be on the track per membership/day pass. Member or day pass registrant must be present.
11. You agree to report any trespassing, theft, abuse, or misuse of anything that you witness while on the property, immediately to the emergency contact number or in person to a Get a Hobby staff member. All reports are confidential. Report in person or to (724)438-7246.
12. Your membership or day pass access to Get A Hobby may be revoked upon deliberate, intentional or incidental failure to comply with the rules in this Release Agreement or for anything deemed to be inappropriate behavior at the discretion of the Get A Hobby Staff or designees.
13. At all times you are responsible for keeping the grounds tidy. Please use ash trays (no smoking or vaping inside the building), garbage and recycle bins and clean up ALL debris from your work area before leaving the grounds.
14. Mats are required to cover your table surface and can be purchased from Get A Hobby or you may provide your own.
15. All video and photography taken on the grounds is property of Get A Hobby and may not be used for commercial purposes without the expressed written consent from Get A Hobby.
16. No fees will be refunded for any reason including those outlined in this Release Agreement or any circumstance within or outside of the control of the Releasees including Acts of God or Mother Nature (e.g. storms, power loss, etc.).
17. I agree to inform my guests of the rules while they are visiting Get A Hobby. I understand that I am responsible for their actions while they are my visitor at Get A Hobby.
18. I agree that I am solely responsible for my health and safety including exposure to any viruses, bacteria, etc. including but not limited to COVID-19.
19. No children under the age of 15 are allowed to marshal races or practices. 15-17 year old children may marshal outside the track in the corners, but not take an inside the track marshal position

### **MEMBERSHIPS AND DAY PASSES**

Get A Hobby offers rentals of our racing facilities/equipment by the hour/day (known as a Day Pass) as well as monthly/quarterly/annual memberships (collectively known as Memberships) that allow the use of our race facility during posted times. Members and Day Pass holders agree to abide by all track rules and this Release Agreement at all times when using our track and facilities. Get A Hobby strives to make our track available as much as possible for use by Day Passes and Memberships. Membership times are posted weekly for the track at the track and on our Facebook page. Day Passes are available at the total discretion of Get A Hobby and are based on hours of operation, staff availability, track availability, skill level of the Day Pass racer and many other factors. Get a Hobby reserves the right to refuse any Day Pass racer for any reason and to revoke any Day Pass or Membership privileges for failure to abide by this Release Agreement and/or posted or stated track and facility rules. All racers are reminded to race at their own risk.

### PARTICIPANT ACCEPTANCE

By checking the boxes below:

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO AGREEING TO IT, AND I AM 18 YEARS OLD OR OLDER, AND I AM AWARE THAT BY AGREEING TO THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

If the person registering is UNDER THE AGE OF 18 years and considered a minor, checking the box below must be done by the Parent or legal guardian of the minor child, and the parent or legal guardian is, by checking the box below, entering into an indemnification agreement agreeing to reimburse Get A Hobby Racing; and their directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns, organizers, staff and/or volunteers for any damages, legal fees or other costs incurred in defending a lawsuit brought against by or with relationship to the minor child listed below.

I confirm that I have read and agree to this Release Agreement above and signed below

I understand this agreement is in effect until I revoke it or it is revoked by GAH

### SIGNING FOR ALL PAGES 1-4 OF THIS RELEASE AGREEMENT

**18 or over sign LEFT side**

**Under 18 – Parent/Guardian sign RIGHT side**

\_\_\_\_\_  
Name of Participant – please print

\_\_\_\_\_  
Name of Parent/Guardian – please print

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Parent/Guardian if Participant under 18 years of age

\_\_\_\_\_  
Date of Signing

\_\_\_\_\_  
Birthday of Minor Participant

\_\_\_\_\_  
Date of Signing

**EMAIL ADDRESS** \_\_\_\_\_