

**ALTITUDE LAKE WORTH, LLC– ADRENALINE ENTERTAINMENT CENTER
PARTICIPANT AGREEMENT
WAIVER, RELEASE AND ASSUMPTION OF RISK**

PARTICIPATION IN TRAMPOLINE COURT AND FACILITY ACTIVITIES ENTAILS KNOWN, ANTICIPATED AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL AND/OR EMOTIONAL INJURY, PARALYSIS, DEATH OR DAMAGE TO YOUR SELF AND/OR TO OTHERS. RISKS MAY INCLUDE, BUT ARE NOT LIMITED TO, SLIPPING AND FALLING, LANDING IMPROPERLY, COLLISIONS WITH FIXED OBJECTS, MOVING OBJECTS AND/OR OTHER PEOPLE WHICH MAY RESULT IN SPRAINS, FRACTURES, BREAKS, SCRAPES, BRUISES, DISLOCATIONS AND INJURIES TO HEAD, BACK AND NECK.

By providing my initials above, I acknowledge my understanding and agreement to the foregoing terms

In consideration of the services provided by *ALTITUDE LAKE WORTH, LLC*, an *ARKANSAS* limited liability company, who is the owner and operator of Adrenaline Entertainment Centers (the “Facility”) and my desire to spectate and/or participate in the activities and services provided by *ALTITUDE LAKE WORTH, LLC* at the Facility today and in the future (*ALTITUDE LAKE WORTH, LLC and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, servants, predecessors, successors, assigns, affiliated entities, heirs, personal representatives and all other persons, firms, or entities claiming by or through them are hereinafter known as “Facility Owner”*):

I, _____ *(print name)*, on behalf of myself, my spouse, my child(ren), minor child for whom I am appointed guardian, my parent(s), my heirs, assigns, personal representative and estate hereby:

- (a) agree to use the Facility in a safe and responsible manner;

Initials

(b) agree to abide by the Facility rules and instructions and the directions of Facility employees and representatives, whereby I acknowledge that (i) those rules, instructions and directions are intended to promote the safety of both myself and others; (ii) my failure or refusal to abide by those rules, instructions and directions can lead to the immediate revocation of my right to use the Facility and its facilities, without any right to refund of any payments made; and (iii) in the event of sickness, accident or injury, (a) I will immediately report my injury to the Facility’s staff and under no circumstances will I leave the facility without doing so, (b) I will cease all participation in Facility activities at that time of sickness, accident or injury, (c) I authorize the Facility employees and representatives to obtain and secure, on my behalf, emergency medical treatment and transportation, when deemed appropriate by the Facility employees and representatives, and (d) I agree to assume, at my expense, all costs of emergency medical care and transportation;

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(c) agree to fully and forever waive, release and discharge Facility Owner from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, exemplary and punitive), liability or obligations of any nature or kind, whether known at the time I leave the Facility or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with: (a) my activities within the Facility; (b) the activities within the Facility by others; (c) the operation of the Facility by Facility Owner **regardless of whether such claims are founded in whole or in part upon alleged negligence, or the actual negligence of Facility Owner**; (d) my use of any and all of the facilities; and (e) my use of any and all equipment within the Facility, whether owned by me, Facility Owner or a third party;

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(d) agree to indemnify and hold Facility Owner harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments directly or indirectly arising out of, or relating to my acts or omissions while participating in any activities at the Facility;

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(e) agree to accept and assume all of the risks which accompany the Facility's activities and represent that my participation in the activities is purely voluntary and I elect to participate in the activities notwithstanding the risks;

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(f) fully understand that participating in the activities within the Facility involves physical exertion; and accordingly represent that I (i) am in sufficient good health to participate in activities within the Facility; (ii) I do not have any pre-existing physical or medical condition, including without limitation pregnancy, orthopedic problems, including back problems; heart problems; and/or breathing problems, that might be impacted or worsened by my use of the Facility; and (iii) will not use the Facility and its facilities while under the use of any drugs, alcohol or medications that may impair my physical abilities or judgment;

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(g) agree to (i) watch the Facility's safety video before participating in any activity, (ii) attempt only activities that I feel I am capable of performing safely, and (iii) stay in areas that will not place me in danger,

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(h) certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the activities within the Facility, or if not, I agree to bear the costs of such injury or damage to myself and others; and,

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(i) authorize Facility Owner, and its successors to capture my image, likeness and sounds in photographs, videotapes, recordings or other forms of media ("Images"). I acknowledge that Facility Owner will own such Images and I grant permission, without compensation, for Facility Owner, or any affiliated party of the Adrenaline Entertainment Center brand, to copyright, display, publish, distribute, use, modify and print such Images in any lawful manner, including without limitation, in publications, advertisements, brochures, websites, social media and other electronic displays and transmissions thereof. The foregoing authorization shall not include using my name with any Image, unless I agree otherwise in writing.

Initials

By providing my initials above, I acknowledge my understanding and agreement to the foregoing terms

I agree that any legal proceeding shall be filed solely in the County of *PALM BEACH* and I further agree that the substantive law of *FLORIDA* shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Facility Owner on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I understand and agree that: (i) that this Waiver, Release and Assumption of Risk gives up important legal rights; (ii) I am giving up these important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me; and (iii) the signature below is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

Dated: _____, 20

PARTICIPANT: I represent that I am Eighteen (18) years of age or older

(Signature)

(Print Name - Picture I.D. required)

If the Participant is not 18 years of age or older, then the following Parent or Guardian Consent must be read and signed before the Participant is allowed to use the Facility and its facilities.

PARENT OR GUARDIAN CONSENT

I have read and understand the terms of this WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT and unconditionally agree to its full terms, statements, warranties, notices, representations, waivers and releases on behalf of both myself and marital community, if any, and my child or ward, whose name is:

(Print Your Child's or Ward's Name)

(Child or Ward's D.O.B)

All such terms, statements, warranties, notices, representations, waivers and releases fully apply to my child or ward as if I was the participant. I understand that, by signing this Consent, I am giving up important legal rights both on behalf of myself and my child or ward regarding potential rights and claims against Facility Owner. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I hereby warrant and represent that if I am neither the Child's Parent nor legal Guardian, I have been granted the expressed authority to execute this Waiver, Release and Assumption of Risk Agreement by, and on behalf of, the Child's Parent or Guardian. In the event that I do not have the authority to execute this agreement on behalf of another, I agree that I shall be solely liable for any and all claims, actions, penalties, causes of action, services, fees or similar expense.

Dated: _____, 20

PARTICIPANT/GUARDIAN:

(Signature)

(Print Name - Picture I.D. required)

Relationship to Child or Ward:

Parent/Guardian Telephone Number:

Parent/Guardian Address: