

FUNZILLA

PARTICIPANT AGREEMENT

WAIVER, RELEASE AND ASSUMPTION OF RISK

PARTICIPATION AND USE IN FUNZILLA FACILITIES AND ACTIVITIES, WHICH INCLUDES THE TRAMPOLINE COURT IN ADDITION TO ALL OTHER FUNZILLA ACTIVITIES ENTAILS KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL AND/OR EMOTIONAL INJURY, PARALYSIS, DEATH OR DAMAGE TO YOURSELF AND/OR TO OTHERS. RISKS MAY INCLUDE, BUT ARE NOT LIMITED TO, SLIPPING AND FALLING, COLLISIONS WITH FIXED OBJECTS AND/OR OTHER PEOPLE WHICH MAY RESULT IN SPRAINS, FRACTURES, BREAKS, SCRAPES, BRUISES, DISLOCATIONS AND INJURIES TO HEAD, BACK AND NECK.

In consideration of the services provided by FAIRLESS FUN LLC D/B/A FUNZILLA, a Pennsylvania limited liability company, who is the owner and operator of FUNZILLA (the "Center") and my desire to spectate and/or participate in the activities and services provided by FAIRLESS FUN LLC D/B/A Funzilla, at the Park today and in the future (FAIRLESS FUN LLC D/B/A Funzilla, 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 "Center Owner"):

I, 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 Center and its facilities in a safe and responsible manner;

(b) agree to abide by the Center rules and instructions and the directions of Center 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 Center and its facilities, without any right to refund of any payments made; and (iii) in the event of sickness, accident or injury, I authorize the Center employees and representatives to obtain, on my behalf, emergency medical treatment and to secure such medical treatment at my expense;

(c) agree to fully and forever waive, release and discharge Center 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 Center 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 Center; (b) the activities within the Center by others; (c) the operation of the Center by Center Owner regardless of whether such claims are founded in whole or in part upon alleged negligence, or the actual negligence of Center Owner; (d) my use of any and all of the Center facilities; and (e) my use of any and all equipment within the Center, whether owned by me, Center Owner or a third party. The undersigned, on behalf of himself/herself (individually and collectively referred to as the "Releaser") acknowledges that Releaser will participate in activities that involve **risk of serious personal injury, illness, permanent disability, dismemberment, and death, and may also involve the risk of severe economic property loss and damage. I understand these risks may result from the actions, negligence and failure to act of myself and others, and that I assume full responsibility for all such risk during this visit and all future visits.**

(d) agree to indemnify and hold Center 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 Center;

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

(f) fully understand that participating in the activities within the Center involves physical exertion; and accordingly represent that I (i) am in sufficient good health to participate in activities within the Center; (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 Center; and (iii) will not use the Center and its facilities while under the use of any drugs, alcohol or medications that may impair my physical abilities or judgment;

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

(h) authorize Center Owner, and its successors to capture my image, likeness and sounds in photographs, videotapes, recordings or other forms of media ("Images"). I acknowledge that Center Owner will own such Images and I grant permission, without compensation, for Center Owner, or any affiliated party of the Fonzilla brand, to copyright, display, publish, distribute, use, modify and print such Images in any lawful manner, including without limitation, in publications, advertisements, brochures, web sites, 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.

I agree that any legal proceeding shall be filed solely in the County of Bucks County, Pennsylvania and I further agree that the substantive law of Pennsylvania 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 Center 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.

PARTICIPANTS: 1. Name: _____ Date of Birth: _____
2. Name: _____ Date of Birth: _____
3. Name: _____ Date of Birth: _____
4. Name: _____ Date of Birth: _____
5. Name: _____ Date of Birth: _____
6. Name: _____ Date of Birth: _____

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 Center 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:

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 Center 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.

PARTICIPANT/GUARDIAN :

Full Name: _____

Address: _____ City: _____ State: _____ Postal Code: _____

Driver's License Number: _____ State: _____ Exp: _____