

# **R BRO ENTERTAINMENT, LLC d/b/a UPDOWN TRAMPOLINE PARK (the "Park")**

## **TRAMPOLINE AND/OR LASERTAG PARTICIPANT AGREEMENT**

**Participation in trampoline and/or Lasertag activities involves known and unexpected risks that could result in serious injury or death. Evidenced by the below signature, the undersigned voluntarily, knowingly, and willfully acknowledges and accepts the risks, whether anticipated or not, of participating in trampoline activities.**

I, on behalf of myself, my spouse, my child(ren), minor child(ren) for whom I am appointed guardian, my parent(s), my heirs, assigns, personal representative and estate (collectively "beneficiaries"), hereby agree to:

- (a) use the Park and its facilities in a safe and responsible manner;
- (b) abide by all Park rules, instructions and directions of Park employees and representatives, and I acknowledge that (i) those rules, instructions and directions are intended to promote the safety of both myself and others; (ii) failure or refusal to abide by those rules, instructions and directions can lead to the immediate revocation of my right, and the right of my beneficiaries, as defined above, to use the Park 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 Park employees and representatives to obtain, on my behalf, emergency medical treatment and to secure such medical treatment at my expense;
- (c) fully and forever waive, release and discharge R Bro 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 Park 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, or my beneficiaries', activities or use of facilities and equipment within the Park; (b) the activities within the Park by others; and (c) the operation of the Park;
- (d) indemnify, defend and hold R Bro (including its successors, assigns, employees, representatives, contractors, and agents) 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 Park;

Further, by executing this agreement, I \* on my own behalf and for my beneficiaries \* acknowledge, guarantee and certify:

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

(b) that I and my beneficiaries have adequate insurance to cover any injury or damage I may cause or suffer while participating in the activities within the Park, or if not, I agree to bear the costs of such injury or damage to myself and others.

(c) that any legal proceeding shall be filed solely in the state of Mississippi, county of Lamar, and I further agree that the substantive law of Mississippi 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.

(d) that by entering the Park, I hereby grant R Bro Entertainment, LLC the irrevocable right and permission to photograph and/or record me, my spouse or my child(ren)/ward(s) in connection with the Park and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.

I understand and agree that: (i) that the foregoing waivers, releases, and acknowledgements give 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.

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 Park and its facilities.

PARENT OR GUARDIAN CONSENT

I have read and understand the terms of this 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.

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 R. BRO ENTERTAINMENT, LLC.. 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.

