

ALL PAGES MUST BE SUBMITTED TOGETHER OR WAIVER IS INVALID.

ALBANY ADVENTURE PARK, LLC  
PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND  
ASSUMPTION

[PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU ARE GIVING  
UP YOUR AND/OR YOUR MINOR'S LEGAL RIGHTS]

In consideration of being allowed to use the facility and to participate in the services and activities, including, but not limited to, trampoline park access, trampoline dodge ball, trampoline basketball, fitness classes, trampoline courts, foam pit activities, air bag activities, meltdown, mechanical bull, big ballerz and snack bar access and any other amusement activities (collectively, "ACTIVITIES") provided by ALBANY ADVENTURE PARK, LLC, and/or its agents, members, managers, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, lessors, land and/or premises owners, successors, assigns, and any and all other persons or entities acting in any capacity on its behalf (collectively, "ATP"), I, on behalf of myself, and/or on behalf of my minor child(ren)/ward(s) hereby agree to forever release, indemnify, hold harmless and discharge ATP on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, my heirs, assigns, personal representatives and estate, and all other persons and entities who could in any way represent me or act on my behalf as follows:

**1. RELEASE OF LIABILITY AND ASSUMPTION OF RISK:** I understand and acknowledge that participating in the ACTIVITIES constitutes an inherently risky recreational activity that may result in serious injury, including, but not limited to, broken back, broken neck, head injury, paralysis, brain injury and/or fatality. I further understand and acknowledge that these risks include, but are not limited to, falling off equipment, double bouncing, collision with fixed objects and/or people, and failed attempted jumps and stunts. I am expressly assuming any and all risks associated with participation in the ACTIVITIES, including, but not limited to the risk of personal injury or death, damage to property, and injury to third parties, and that I hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge ATP and agree to hold it harmless of and from all, and all manner of action and actions or omission(s), cause or causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims or demands whatsoever, in law or equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by ATP, whether the action arises out of any damage, loss, personal injury, or death to me or my child(ren)/ward(s) while participating in or as a result of participating in any of the ACTIVITIES or while present at the facility. This Release of Liability is effective and valid regardless of whether the damage or loss or death is a result of any act or omission on the part of ATP.

**2. INDEMNIFICATION:** I hereby agree to indemnify and hold harmless ATP from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred or suffered by ATP, including, but not limited to, any and all attorneys' fees, costs, damages and judgments ATP may incur due to my participation or the

participation of my child(ren)/ward(s) in the ACTIVITIES or while present at the facility, whether caused by my/our negligence or otherwise.

3. **ATTORNEYS' FEES:** I promise to indemnify ATP for any attorneys' costs relating to any claim involving this agreement and the ACTIVITIES, including costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of ATP, prejudgment and post-judgment interest shall accrue thereon at the rate of 18% per annum or the maximum allowed by law.

4. **PHOTO RELEASE:** By entering ATP and participating in the ACTIVITIES, I hereby grant ATP on behalf of myself and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with ATP and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and in any 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.

5. **TERMS OF AGREEMENT:** I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit ATP, whether at the current location or any other location or facility.

6. **VENUE/ARBITRATION:** In the event a lawsuit is filed against ATP, I agree to the sole and exclusive venue of the courts of the State of New York. I further agree that the substantive laws of the State of New York shall apply without regard to any conflict of rules. I also expressly agree and understand that this agreement is intended to be as broad and as inclusive as permitted by the laws of the State of New York and that if any portion of this agreement is held to be invalid by any court of law, then that portion shall be stricken and it is agreed that the remainder of the agreement shall continue in full force and effect without the invalid portion. Any controversy between the parties hereto involving any claim arising out of or relating to a breach of this agreement shall be submitted to and be settled by final and binding arbitration in Colonie, New York, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

I am aware that by executing this document that, among other things, I am giving up rights that I may have to bring a legal action or assert a claim against ATP for their active or passive negligence. By signing this document, I understand that I may be found by a court of law to have forever waived my and my child(ren)/ward(s) right to maintain any action against ATP on the basis of any claim from which I have released ATP and any released party herein. I have had reasonable and sufficient opportunity to read and understand this entire document. I knowingly and voluntarily agree to be bound by all of the terms and conditions set forth herein. I represent that I have the actual authority to and do hereby enter into this agreement on behalf of, and as an authorized agent, parent or legal guardian of any child(ren)/ward(s) listed on this agreement. I have read and knowingly and voluntarily have signed this agreement and specifically the release

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contained herein and further agree that no oral representations, statements or inducements have been made to me.

By signing below, I affirm, understand and agree to the above terms in their entirety.

**Signature:** \_\_\_\_\_

Signer First Name:                      Signer Last Name:                      Date of Visit:

Signer Birth Date:                      Phone Number:                      Email Address:

ENTER FULL NAME AND BIRTH DATE OF ALL FAMILY MEMBERS UNDER THE AGE OF 18 THAT ARE PARTICIPATING IN THE ACTIVITIES

First Name #1:                      Last Name #1:                      Birth Date #1:

First Name #2:                      Last Name #2:                      Birth Date #2:

First Name #3:                      Last Name #3:                      Birth Date #3:

First Name #4:                      Last Name #4:                      Birth Date #4:

WE RESERVE THE RIGHT TO REVIEW YOUR DRIVER'S LICENSE AND/OR OTHER FORMS OF ID TO VERIFY IDENTITY AND AGE