

72 PLAY FACTORY, LLC

RULES AND REGULATIONS/ASSUMPTION OF RISK/ WAIVER OF LIABILITY/ INDEMNIFICATION/SAFETY WAIVER FORM

72 Play Factory, LLC (the "Company") has adopted the following rules and regulations to govern all participants and guests of the Company's facility located at 1406 Joe Wheeler Drive, Tuscumbia, Alabama 35674 (the "Facility"). Every participant and guest of the Facility must follow all of the Company's rules and regulations, and the undersigned, as the parent/guardian of a child(ren) attending an event at the Facility, is responsible for the compliance with such rules and regulations by such child(ren).

1. **Assumption of Risks:** I acknowledge and understand that there are risks, both known and unknown, associating with using inflatables and other equipment located at the Facility, including but not limited to, physical injury, emotional injury, and distress. I further acknowledge that such inherent risks cannot be totally eliminated regardless of the care taken by the Company. I hereby assert that the participation of my child/children and all children attending my or my child's event is voluntary and that I, on behalf of such children, knowingly assume all inherent risks of the activity. I further assert that all children in my care who will use the inflatables and other equipment at the Facility are physically, mentally, and emotionally fit to participate in such activities. I agree that I am responsible to explain all of the Company's rules and regulations to my children and instruct my children to follow such rules and regulations.
2. **Adult Supervision:** Adult supervision is required at all times for all activities at the Facility. The Company does not provide supervision for participants, and I acknowledge and understand that any employee working at the Facility is not present for supervision purposes.
3. **Conduct During Use of Facility:** All shoes, glasses, jewelry, and sharp objects must be removed before participating in any activity in or on inflatables. Socks are required at all times. All participants must enter an inflatable at the designated entrance. Climbing slides and jumping over or climbing walls is strictly prohibited. Should an inflatable begin to deflate, everyone must exit the inflatable immediately and a representative of a Company must be promptly notified. Wrestling, flipping, and all forms of horse play are strictly prohibited. No participant shall engage in any behavior likely to cause damage or injury to themselves, other participants or guests, or any property and equipment located at the Facility.
4. **Food and Drink:** All food and drinks must stay in the designated eating areas.
5. **Waiver of Liability/Indemnification:** AS A MATERIAL CONSIDERATION FOR THE COMPANY TO GRANT THE UNDERSIGNED AND HIS/HER CHILD(REN) ACCESS TO USE OF THE FACILITY, THE UNDERSIGNED HEREBY AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, TO INDEMNIFY AND HOLD COMPANY, ITS OWNERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL DAMAGES, CLAIMS, LAWSUITS, FINES, OR PENALTIES, STATUTORY OR OTHERWISE, ASSERTED BY ANY INDIVIDUAL, ENTITY, OR AGENCY, ARISING OUT OF OR RELATED TO THE UNDERSIGNED'S AND UNDERSIGNED'S CHILD'S USE OF THE FACILITY WHATSOEVER, INCLUDING ANY COSTS AND ATTORNEYS' FEES INCURRED BY COMPANY IN THE INVESTIGATION AND DEFENSE THEREOF. THIS INDEMNIFICATION APPLIES BOTH TO PERSONAL INJURY/DEATH AND DAMAGE, LOSS, OR THEFT OF PROPERTY. TO THE FULLEST EXTENT ALLOWED BY LAW, THE UNDERSIGNED WAIVES, RELEASES, COVENANTS NOT TO SUE, AND DISCHARGES THE COMPANY, ITS OWNERS, AGENTS, AND EMPLOYEES, FROM LIABILITY AND ANY CLAIMS, DEMANDS, AND ACTIONS OF EVERY NAME AND NATURE ARISING OUT OF OR RELATED TO THE UNDERSIGNED'S AND UNDERSIGNED'S CHILD'S USE OF THE FACILITY WHATSOEVER, EXCEPT IN THE EVENT OF THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT. THIS WAIVER APPLIES BOTH TO PERSONAL INJURY/DEATH AND DAMAGE, LOSS, OR THEFT OF PROPERTY. THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THE COMPANY WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME IF I AND/OR MY CHILD ARE INJURED. THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE IS GIVING UP SUBSTANTIAL RIGHTS, INCLUDING RIGHTS TO SUE FOR DAMAGES IN THE EVENT OF DEATH OR INJURY TO THE UNDERSIGNED OR THE UNDERSIGNED'S CHILDREN.
6. **Attorneys' Fees:** In the event that legal proceedings are instituted for the enforcement of this agreement, the undersigned agrees to reimburse all actual costs, expenses and attorneys' fees incurred by the Company in such enforcement.
7. **Severability:** If any provisions, paragraphs or sub-paragraphs of this Agreement are adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of this Agreement. Each provision of this Agreement is severable from every other provision, and constitutes a separate and distinct covenant.
8. **Governing Law/Mediation:** This Agreement is made and entered into in the State of Alabama and the laws of Alabama shall govern its validity and interpretation. Prior to pursuing legal action, I agree to engage in good faith efforts to mediate any dispute that may arise. In the event that any dispute arising under this Agreement results in litigation after an unsuccessful mediation, such litigation shall be filed and remain exclusively in the courts of Colbert County, Alabama.

PARENT/GUARDIAN NAME PRINT: _____ **NUMBER OF PARTICIPANTS:** _____

PARENT/GUARDIAN SIGNATURE: _____