

Participant Agreement, Release and Assumption of Risk (The Agreement) – FoamRageous LLC

I have voluntarily elected to use and, if applicable, to allow the minor child(ren) identified above and all minor children under my supervision being named “Host” and referred to individually and collectively herein as “Child”, to engage in the FoamRageous activities at the designated location. In consideration for being allowed to use said service and any other equipment provided by FoamRageous LLC or its employees or agents at any location within the State of Ohio, I represent, acknowledge and agree as follows:

GENERAL RELEASE

I acknowledge and agree that this Agreement covers and is intended to release and provide other benefits, legal protections, and consideration to FoamRageous LLC, and their respective and collective agents, owners, officers, managers, shareholders, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their respective or collective behalf (collectively, “FoamRageous”)

RELEASE OF POTENTIAL INJURIES

I acknowledge and agree that the use of foam machines, foam cannon, foam pit and the other equipment during a FoamRageous event and that participating in activities is inherently and obviously dangerous. These risks include serious physical or emotional injury, paralysis, death, damage to myself, the Child, and/or third parties, and damage to personal property of any or all such persons. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity, which I further agree is for recreational purposes and completely voluntary. I acknowledge and agree that, while the foam and other activities that take place during a FoamRageous event are monitored generally by FoamRageous employees, it is not feasible for such employees to monitor the activities and actions of all customers at all times or all customers simultaneously. Furthermore, FoamRageous employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s health or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

VOLUNTARY ASSUMPTION OF RISK

I acknowledge and agree that as Host and the Child are participating voluntarily at their own risk. I acknowledge and agree that the actions or activities of others or the actions or inactions of FoamRageous employees could cause me or the Child significant bodily injury (as described in this Agreement), and that SZ is not responsible for the actions or activities of customers using the FoamRageous or the negligence of its employees in supervising the FoamRageous event or its usage, including actions, activities, or omissions that result in such harm. Some of the risks include, but are not limited to, the following:

- a) Participants may die or become paralyzed, partially or fully, through their participation in FoamRageous activities.
- b) Participants may suffer cuts, scrapes, bumps, bruises, the transmission of disease strains and allergic reactions through use of the FoamRageous activities or contact with other participants or surfaces they have contacted. Participants may sprain, pull, break or otherwise seriously externally or internally injure their head, face (including nose and teeth/jaw), neck, torso, spine, arms, wrists, hands, legs, ankles, feet or other body parts as a result of falling or other equipment, or other equipment, or making contact with other participants. As noted in paragraph a) above, such injuries can lead to paralysis, disfigurement or death. Participation may result in heat stroke, heart attacks, dehydration and other exertion-related medical events.
- c) Participants may fall on each other, resulting in broken bones and other serious injuries. bouncing off of the walls and, and other participant body movements (whether planned or unplanned) can create a rebound effect and lead to unpredictable body movements and anticipated or unanticipated bodily contact, any or all of which can lead to serious injury.
- d) Traveling to and from foam pit can result in similar physical injury (even if the participant is not himself or herself directly involved in activities at the time).
- e) Observing, standing, sitting or taking photographs at or near any FoamRageous activity can result in similar physical injury (even if the observer is not himself or herself participating at the time).
- f) Participation during reduced or altered lighting events can affect depth perception and visibility and may cause me and/or my Child to fall, slip, misstep, collide with other participants, or collide with equipment which can result in a greater risk of serious physical or emotional injury, paralysis, or death.

AGREEMENT TO PAY MY OWN MEDICAL EXPENSES

I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that I as the host or the Child possess, whether known or unknown, which might contribute to or exacerbate any injury I or the Child might sustain as a result of FoamRageous activities or any of its equipment. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical therapy) is required or performed as a result of any injury I or the Child sustains while engaged in FoamRageous activities, such assistance shall be at my own expense.

RELEASE OF LIABILITY

The Releasing Parties hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue FoamRageous, LLC, and their successors, predecessors-in-interest, and insurers (collectively, the "Releasees") from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys' fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from my or the Child's access to and/or use of the FoamRageous event, and/or its equipment, the Child's and/or my entry/participation into the FoamRageous event, the condition, maintenance, inspection, supervision, control or security of the FoamRageous event, the failure to warn of dangerous conditions in connection with the FoamRageous activities, and/or the acts or omissions of FoamRageous or any of the Releasees, including, without limitation, any claim for negligence, failure to warn or other omission, property damage, personal injury, emotional injury, illness, bodily harm, paralysis or death. I understand that this release and waiver applies not only to activities related to the event, but also all other equipment, and all activities and games as part of the FoamRageous event. I understand that this release and waiver applies to and includes all activities that I or my Child engage in at the premises, whether inside or outside the FoamRageous activity area. In the event that any claim released herein is brought by, or asserted on behalf of, the Releasing Parties, I shall immediately defend, indemnify and hold harmless the Releasees, and any of them, from any loss or liability, including reasonable attorneys' fees, associated therewith or arising therefrom.

ARBITRATION OF DISPUTES; TIME LIMIT TO BRING CLAIM

- I understand that by agreeing to arbitrate any dispute as set forth in this section, I am waiving my right, and the right(s) of the minor child(ren) attending an event, to maintain a lawsuit against FoamRageous LLC and the other Releasees for any and all claims covered by this Agreement. By agreeing to arbitrate, I understand that I will **NOT** have the right to have my claim determined by a jury, and the minor child(ren) that I am hosting will **NOT** have the right to have claim(s) determined by a jury. Reciprocally, FoamRageous LLC and the other Releasees waive their right to maintain a lawsuit against me and the minor child(ren) included to as part of the host above for any and all claims covered by this Agreement, and they will not have the right to have their claim(s) determined by a jury. **ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO MY OR THE CHILD'S ACCESS TO AND/OR USE OF THE FOAMRAGEOUS EVENT AND/OR ITS EQUIPMENT, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL (i.e., the date of the alleged injury) AND BE DETERMINED BY ARBITRATION IN THE COUNTY OF THE DELAWARE, OHIO BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY REPRESENTATIVES FOR FOAMRAGEOUS LLC PURSUANT TO ITS RULE 16.1 EXPEDITED ARBITRATION RULES AND PROCEDURES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Ohio, without regard to choice of law principles. Notwithstanding the provision with respect to the applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Sec. 1-16). Procedures; Rule 16.1 Expedited Procedures; and, Policy On Consumer Minimum Standards Of Procedural Fairness.

PHOTO/VIDEO/SOCIAL MEDIA WAIVER

In connection with as Host and the Child's use of the FoamRageous activities, I consent to the recording of the Child's and my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means ("Recordings"). I hereby consent to and authorize FoamRageous and its agents, representatives, employees, successors and assigns to use, in perpetuity, such Recordings, as well as the Child's name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing any FoamRageous event. I further

agree that the foregoing includes the consent to use the Child's and/or my physical likeness in any form. In addition, I waive any and all claims I may have in connection with the Recordings.

TERM 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 host or child(ren)/ward(s) engage in FoamRageous activities, whether at the current location or any other location.

SAFETY IS YOUR RESPONSIBILITY: I AND EACH CHILD AGREE TO FOLLOW THE CODE OF PATRON RESPONSIBILITY:

- a) You acknowledge that there are inherent risks in the participation in FoamRageous activities, and that such risks include not only the use of non-toxic foam solution, but other activities and equipment. Patrons of FoamRageous activities and those who engage in any other activities or use any other equipment, by participation, accept the risks inherent in such participation of which the ordinary prudent person is or should be aware. Patrons have a duty to exercise good judgment and act in a responsible manner while engaging in such activities. Patrons have a duty to obey all oral or written warnings, or both, prior to or during participation, or both.
- b) You have a duty to not participate in any activity, or engage in any other activity or use any other equipment, when under the influence of drugs.
- c) You have a duty to properly take all safety precautions to avoid slipping during activities.
- d) You have a duty to not participate in any activity, or engage in other activities or use other equipment, if you have pre-existing medical conditions, circulatory conditions, heart or lung conditions, recent surgeries, back or neck conditions, knee or ankle conditions, high blood pressure, known pregnancy, any history of spine, musculoskeletal or head injuries, severe eye sensitivity.
- e) You have a duty to remove inappropriate attire including hard, sharp or dangerous objects such as buckles, pens, purses, badges and so forth.
- f) You have a duty to avoid bodily contact with other patrons.
- g) You have a duty to conform with or meet height, weight or age restrictions imposed by the host or owner during an event
- h) You have a duty to avoid crowding or overloading individual sections of the foam pit area, or other equipment areas.
- i) You have a duty to engage in activities within your own limitations, training and acquired skills.
- j) You also agree to follow and obey all posted and stated warnings and patron education signs.
- k) You agree to explain all safety rules to each Child you accompany, and to ensure that each Child obeys the safety rules.

I would like to receive email promotions, discounts, and other advertisements from FoamRageous and its partners at the email address provided below. I may unsubscribe at any time.

I have had sufficient opportunity to read this document. I have read and understood and agree to be bound by its terms. I understand that employees working at the FoamRageous LLC, including the manager, do not have the authority to waive any provision of this Agreement. This Agreement constitutes and contains the entire agreement between FoamRageous LLC and me (Host) relating to the Child's and my engagement with FoamRageous. There are no other agreements, oral, written, or implied, with respect to such matters. This Waiver, Release of Liability and Indemnity Agreement is governed by Ohio law and is intended to be as broad and inclusive as Ohio law permits. Should any clause in this document conflict with Ohio law, only that clause will be null and void and the remainder of this document shall stay in full force and effect at all times, now and in the future.

By signing below, I represent and warrant that I am the host, parent, legal guardian, or power-of-attorney, or responsible party of Child(ren) and have the authority to execute this Agreement on his/her or their behalf and to act on his/her or their behalf. I have read each and every paragraph in this document and I and they agree to be bound by the terms stated therein, including the release of liability contained therein. I further agree to indemnify and hold harmless the Releasees from any and all claims which are brought by or on behalf of this or these minor Child or

Children, or any of them, which are in any way connected with, arise out of, or result from their engagement in FoamRageous activities. I am 18 years of age or older. I am entering this agreement on behalf of myself, my spouse or domestic partner, the Child, and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through such person or persons (collectively, the "Releasing Parties").

IN SUMMARY, BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT IF I OR ANY OF MY CHILDREN UNDER MY SUPERVISION ARE INJURED IN ANY WAY, THIS WAIVER PREVENTS AND PROHIBITS ANY RECOVERY OF MONEY FROM ANY FOAMRAGEOUS RELATED ENTITY.

Parent/Legal Guardian/Power of Attorney/Participant (if 18 or older): _____

Signer First Name: _____ **Signer Last Name:** _____

Street Address: _____

City: _____ **State:** _____ **Zipcode:** _____

Phone Number: _____

Email: _____



I agree to the terms of the above agreement.