

PARTICIPANT AGREEMENT WAIVER, RELEASE, AND ASSUMPTION OF RISK PARTICIPATION IN THE FOLLOWING ACTIVITIES: AXE THROWING, ARCADE ATTRACTIONS, AND BOWLING ENTAIL KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL AND/OR EMOTIONAL INJURY, PARALYSIS, DEATH OR DAMAGE TO YOUR SELF 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, DEATH, AND INJURIES TO HEAD, BACK AND NECK INCLUDING PARALYSIS.

In consideration of the services provided by A&S ENTERTAINMENT OF SULPHUR SPRINGS, INC. (DBA Classic Lanes) whom are the owner and operator of Classic Lanes (the "Center") and my desire to spectate and/or participate in the activities and services provided by A&S ENTERTAINMENT OF SULPHUR SPRINGS, INC. (DBA Classic Lanes) at the Center (A&S ENTERTAINMENT OF SULPHUR SPRINGS, INC., 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 "Classic Lanes"):

On behalf of myself, my spouse, my child(ren), the 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 Classic Lanes 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 Classic Lanes;
 - 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, Classic Lanes or a third party;
- D. agree to indemnify and hold Classic Lanes 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 sufficiently 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; and,
- 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.
- H. irrevocably authorizes Classic Lanes and any Successors to use the image of Participant and waives any right to approve the image.
- I. Any dispute or claim shall be brought by the parties in their individual capacity and not as a plaintiff or class member in any purported class or representative capacity, and settled by binding arbitration before a single arbitrator administered by the American Arbitration Association (AAA) per its Commercial Industry Arbitration Rules in effect at the time the demand for arbitration is filed. Judgment on the arbitration award may be entered in any federal or state court having jurisdiction thereof. No award shall exceed the amount of the claim by either party and the arbitrator shall have no authority to award punitive or exemplary damages. If either party files suit in violation of this paragraph (except to toll the statute of limitations), such party shall reimburse the other for their

costs and expenses, including attorneys' fees, incurred in seeking abatement of such suit and enforcement of this paragraph.

- J. Waiver Of Jury Trial. ADULT PARTICIPANT ON BEHALF OF HIM/HERSELF AND THE CHILD PARTICIPANT AND CLASSIC LANES KNOWINGLY AND VOLUNTARILY, WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES, AGREES TO WAIVE THEIR RIGHT TO A BENCH TRIAL OR JURY TRIAL OF ANY DISPUTE.

We have taken aggressive health and safety measures – to protect you, other Guests, our Team Members, and their families. Please follow all policies while on the premises of Classic Lanes. Those who do not will be asked to visit us another time. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and guests with underlying medical conditions are especially vulnerable. By visiting Classic Lanes, you voluntarily assume all risks related to exposure to COVID-19. If you do not wish to assume this risk, please return at a later date. Let's be safe and have fun together.

I agree that any legal proceeding shall be filed solely in the state of Texas and I further agree that the substantive law of Texas 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. TO THE FULLEST EXTENT PERMITTED BY LAW, PARTICIPANT (AND ON BEHALF OF HIS/HER HEIRS, EXECUTORS AND REPRESENTATIVES) RELEASE AND AGREE NOT TO SUE CLASSIC LANES, AND ANY OF THEIR AFFILIATES OR SUBSIDIARIES, EMPLOYEES, DIRECTORS, MEMBERS, MANAGERS, PARTNERS, OR INSURERS.

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 Classic Lanes 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. To the fullest extent permitted by law, on behalf of the participant, his or her heirs, executors, and representatives agrees to indemnify, defend, release and hold harmless Classic Lanes from and against all claims, causes of action, suits, losses, liabilities, damages, fines, penalties, liens, judgements, settlements, proceedings, costs, fees, and expenses of any nature for or relating to death, bodily injury or property damage resulting or caused by the participation in activities or the actions of others including employees of Classic Lanes or due to the failure of fixtures and equipment in the Center.

I understand and agree that:

- A. that this Waiver, Release, and Assumption of Risk gives up important legal rights;
- B. 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
- C. the signature below (or on the signature page, hard copy and/or electronic, retained by Classic Lanes) is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I understand and agree that the Participant acknowledges that Classic Lanes will not pay for ANY cost or expenses incurred by Participant if Participant is injured.

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 understood 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.

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 Classic Lanes. 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 also agree that Classic Lanes or contracted professionals can take pictures and videos for their commercial use while I am in the facility.

PARTICIPANT/GUARDIAN:

I hereby warrant and represent that I am the Child's Parent or Legal Guardian, and I have the expressed authority to execute this Waiver, Release, and Assumption of Risk Agreement and I agree to indemnify and defend Classic Lanes from and against all claims or liabilities, including those relating to the insufficiency of my legal capacity or authority to act for or on behalf of the child participant or participants in the execution of this agreement.

Adult Participant Agreement Waiver, Release, and Assumption of Risk Participation Form

First Name _____ Last Name _____ Gender (Circle One) _____ Date of Birth ____/____/____
Male Female

Contact Number _____ Email Address _____ Date ____/____/____
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Signature _____

Minor Participant Agreement Waiver, Release, and Assumption of Risk Participation Form

Minor's First Name _____ Minor's Last Name _____ Minor's Gender (Circle One) _____ Minor's Date of Birth ____/____/____
Male Female

Minor's
Contact Number
()- -

Parent/Guardian First Name _____ Parent/Guardian Last Name _____ Parent/Guardian Gender (Circle One) _____ Parent/Guardian Date of Birth ____/____/____
Male Female

Parent/Guardian Contact Number _____ Parent/Guardian Email Address _____ Date ____/____/____
()- - @ .

Parent/Guardian Signature _____