

Azalea's Fiestas LLC

6700 N Interstate 35 Frontage Rd
New Braunfels, TX 78130

Release and Waiver of Claims, Assumption of the Risk, and Indemnification Agreement

In consideration of being allowed to use the facilities and participate in indoor play, inflatables, and activities collectively provided by Azalea's Fiestas LLC (the host), the participant(s) and participant(s) parent(s) or legal guardian(s) if participant(s) is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

1. **To Waive All Claims** that they have or may have against the Host arising out of the Participants participation in the Activities or the use of any equipment on site provided by the Host for entertainment;
2. **To Assume All Risks** of participating in any Activities and the use of equipment, even those caused by the negligent acts or conduct of the Host, it's owners, affiliates, operators, employees, agents and/or officers. The Participant and/or his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
3. **To Release** the Host, it's owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death or expense that the Participant and parent(s) or legal guardian(s) may suffer, arising out of his/her participation in the Activities and/or use of equipment. The participant and/or his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host, it's owners, affiliates, operators, employees, agents, and/or officers to the fullest extent permitted by law. However, nothing in the agreement shall be construed as release for conduct that is found to constitute gross negligence or intentional conduct; and
4. **To Indemnify** the Host, it's owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense, that the participant and/or parent(s) or legal guardian(s) may suffer, arising out of participation in the Activities and/or use of equipment.

Photography/Video Release

Participant and/or parent(s) or legal guardian(s) hereby grants the Host, its representatives and employees the right to take **photographs/video footage** of Participant(s) in connection with participants participation in the Activities or use of equipment. Participant and/or parent(s) or legal guardian(s) hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant and/or parent(s) or legal guardian(s) hereby agrees that the Host may use such photographs/videos of participant for any lawful purpose, including but not limited to publicity, illustration, advertising, web content and security purposes.

Personal Responsibility

The Participant and/or parent(s) or legal guardian(s) certify that they have read rules and safety signage before participating in Activities and/or use of the equipment. The Participant and/or parent(s) or legal guardian(s) certify the Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

The Participant and/or parent(s) or legal guardian(s) understand that the Participants participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Hosts equipment and facilities before any participation.

The Participant and/or parent(s) or legal guardian(s) understand that the Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/her surroundings.

If, while participating in the Activities and use of the equipment, the Participant and/or parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes the Participants personal safety or that of others, the Participant and/or parent(s) or legal guardian(s) will remove the Participant from participating in the Activities or use of the equipment and immediately notifying the Host of the said hazard or condition to bring attention to the concern.

Binding Arbitration

The Participant and/or parent(s) or legal guardian(s) hereby agrees to submit any dispute, claim, or controversy, relating to and/or arising from (a) this Release of Liability, Assumption of Risk, Waiver or Claims, Indemnification and Binding Arbitration Agreement, (b) Participant's participation in the Activities, and/or (c) any other interaction between the Participant and/or parent(s) or legal guardian(s) and the Host, including the determinations of the scope or applicability of this agreement to arbitrate, to binding arbitration. For such disputes, there shall be a three-member arbitration panel, consisting of two party appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third party, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the district in with the Activities and/or equipment used and occurred. Each party shall pay its own cost, including the cost associated with the party-appointed arbitrators, and the parties shall share equally the cost associated with the neutral arbitrator. The arbitration proceeding shall proceed in the State and County where the Activities and/or equipment used and occurred, and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter, as a threshold matter, the Panel shall confirm whether the Waiver and

Release contained in this Agreement are enforceable under applicable law. Judgement on the award may be entered in any court having jurisdiction over the parties and controversy. The Participant and/or parent(s) or guardian(s) and the Host specifically intend this Binding Arbitration provision to survive in the event that any other portion of the Agreement is held invalid.

Notice to the Participant and/or parent(s) or guardian(s): By signing this document you may be waiving certain legal rights, such as including the right to sue. By signing this Agreement, you are giving up your right to commence litigation against the Host in a court of law, and you are giving your right to a trial by jury.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for the use by the Host and its counsel in any remaining proceeding.

I hereby state that I have read and understand this Agreement and I am aware that by signing this Agreement I may be waiving certain legal rights, including the right to sue.

Participants Name (Print):

Participants Signature (unless a minor):

Date:

Parent/Guardian's Name (Print):

Parent/Guardian's Signature:

Date:

Additional Participants can be listed below, such as family members: