



# **ASSUMPTION OF RISK, WAIVER & RELEASE OF LIABILITY AGREEMENT**

In consideration of being allowed to enter and/or participate in any play activities at the park facility at Good Times Park® of Eagan, Minnesota and Good Times Park® of Woodbury, Minnesota (the "Park Facility"), the undersigned, on his/her behalf, and on the behalf of the participant(s) identified below or any other persons entering the Park Facility with me or my access code, acknowledges and agrees to the following conditions in this assumption of risk, waiver and release of liability agreement (the "Agreement"):

- I represent that I am age 18 years or older and am the parent or legal guardian of the participant(s) either named below or entering the Park Facility with me, or I have obtained permission from the parent/legal guardian of the participant(s) named below to execute this agreement on such parent/legal guardian's behalf.
- I agree that the Park Facility is an unsupervised play facility and that I (as the parent, legal guardian or responsible adult for the participant(s) identified below or entering the Park Facility with me) am responsible for monitoring the participant's(') behavior, actions and whereabouts, and for providing overall necessary and standard care for the participant(s) at all times within the Park Facility.
- I agree that the participant(s) named below/entering with me and I shall comply with all stated and customary terms, posted safety & security signs, Park Facility rules, and verbal instructions as conditions for participation in any play activities, party or program at the Park Facility.
- I agree to stop unsafe, inappropriate or unfriendly play immediately. In addition, I agree to inspect the facilities and equipment prior to using it and if anything is believed to be unsafe, I agree to immediately report it to Good Times Park's owners.
- I agree that using the equipment and participating in the play activities at the Park Facility is completely voluntary. I am aware that there are inherent risks associated with participation in the play activities at the Park Facility, and I, on behalf of myself, and (as the parent, legal guardian or responsible adult for the participant(s) entering the Park Facility with me), the participant(s) with me knowingly and freely assume all such risk, both known and unknown, including those that may arise out of the negligence of other participants.
- I agree that, despite efforts to maintain a clean Park, an inherent risk of exposure to contagious viruses or illnesses exists in any public place where people are present. By playing at the Park, I assume all risks related to contagious viruses & illnesses.
- On behalf of myself and the participant(s) either named below or entering with me, and our respective heirs, assigns, administrators, personal representatives, and next of kin, hereby release and hold harmless Good Times Park, Adventure Awaits LLC and Adventure Awaits - Woodbury LLC, its officers, members, agents, employees, and sponsoring agencies from and against any and all claims, accidents, injuries, liabilities or damages arising out of or related to our participation in any and all of the Park Facility's party, program or activities therein.
- I agree that my use of the Park Facility may be revoked without refund at any time by Good Times Park's owners, agents, employees, officers, directors, or representatives for my or participant's misconduct, dangerous activity or violation of any provision of this Agreement.
- I agree that participant behavior may be monitored through video surveillance and I agree that violation of rules, including hosting a party outside the party room and entering with more children than have been paid for may result in administrative fees and balances being automatically applied to my credit card.
- I agree that by purchasing a monthly membership I understand that this is a recurring membership. I understand that recurring payments will be made until I cancel the membership via the member portal on the Good Times Park website.
- I agree to the cancellation and rescheduling policies posted on the Good Times Park website regarding Day Passes, Field Trips and Parties.
- I give my consent to and waive any and all rights of compensation or claim, both present and future, in regards to use of media coverage (articles, photos, video footage, quotes, etc.) of my and the participant's(') participation in play activities at the Park Facility for any purpose including but not limited to marketing purposes.

***By purchasing at Good Times Park and agreeing to these terms I am stating that I HAVE CAREFULLY READ THE FOREGOING, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE INCLUDING THE RIGHT TO MAINTAIN A LAWSUIT AGAINST GOOD TIMES PARK ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED IT HEREIN. I have had sufficient opportunity to read this entire Agreement and agree to be fully bound by its terms. This Agreement shall be governed by the State of Minnesota. If any of its provisions are held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate any of the other provisions of this Agreement, as the provisions of this Agreement are severable.***