



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 Egan, 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 (collectively, the "Participant"), acknowledges and agrees to the following conditions in this assumption of risk, waiver and release of liability agreement (the "Agreement"). **BY SIGNING BELOW, THE PARTICIPANT AGREES TO THE FOLLOWING:**

- Supervision & Safety. 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. If I am not the parent or legal guardian, I warrant that I have the actual authority to bind the participant(s) to this Agreement. I agree to indemnify and hold the Park Facility harmless from any and all claims, including legal fees, brought by or on behalf of the participant(s) if such authority is later challenged.
- The Park Facility is an unsupervised play facility. I am responsible for monitoring the participant's behavior, actions, and whereabouts at all times. In the event of a medical emergency where I am unavailable or incapacitated, I hereby consent to the Park Facility seeking and/or providing the administration of first aid or other medical services deemed necessary by Park Facility personnel for the participant(s) at my sole expense.
- The participant(s) and I shall comply with all stated and customary terms, posted safety & security signs, Park Facility rules, and verbal instructions as conditions for participation.
- I will stop unsafe, inappropriate, or unfriendly play immediately. I will inspect the facilities and equipment prior to use and immediately report any unsafe conditions to the owners.
- Assumption of Risk. Use of the equipment is completely voluntary. I am aware of the inherent risks associated with play activities, including but not limited to falls, collisions with equipment or other participants, equipment failure, skin abrasions, and serious physical injury. I knowingly and freely assume all such risks, both known and unknown, including those arising from the negligence of others or the Park Facility.
- Despite efforts to maintain a clean Park, an inherent risk of exposure to contagious viruses or illnesses exists. By playing at the Park, I assume all risks related to contagious viruses and illnesses.
- Waiver and Release of Liability. I HEREBY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS GOOD TIMES PARK, ADVENTURE AWAITS LLC, AND ADVENTURE AWAITS - WOODBURY LLC, AND THEIR OFFICERS, MEMBERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LIABILITIES, OR DAMAGES ARISING OUT OF OUR PARTICIPATION, INCLUDING THOSE CAUSED BY THE NEGLIGENCE OF THE PARK FACILITY. I AGREE TO INDEMNIFY THE PARK FACILITY FOR ANY COSTS OR LEGAL FEES INCURRED DUE TO CLAIMS BROUGHT BY THIRD PARTIES RELATED TO OUR PARTICIPATION.
- Fees & Memberships. Use of the Park Facility may be revoked without refund at any time for misconduct, dangerous activity, or violation of this Agreement.
- Behavior may be monitored via video surveillance. Violation of rules, including hosting unauthorized parties or exceeding paid child counts, may result in administrative fees (up to \$250 per occurrence) being automatically applied to my credit card.
- Monthly memberships are recurring. Payments will continue until cancelled via the member portal on the Good Times Park website.
- I accept the cancellation and rescheduling policies posted on the Good Times Park website.
- Media Release. I grant an irrevocable, perpetual, and royalty-free consent to the use of media coverage (photos, video, etc.) of our participation for any purpose, including marketing, and waive all rights to compensation or claims related thereto.

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.