

CUSTOMER RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, ARBITRATION AND INDEMNIFICATION AGREEMENT

This Assumption of Risk, Waiver of Liability, Arbitration and Indemnification Agreement ("**Agreement**") is dated as of the Effective Date, which is the date appearing on the signature page, between Lincoln Madhouse Park LLC a Nebraska limited liability company d/b/a Defy Gravity Interactive Funpark ("**The Park**") and the undersigned in his/her own capacity ("**Adult Participant**") and if any minor(s) is/are named in the signature block below (collectively "**Child Participant**", whether one or more) on behalf of, and as the parent or legal guardian for such Child Participant(s) (all parties collectively, "**Participant**"). As valid consideration for entry into the premises located at 345 Speedway Circle, Unit 3, Lincoln, Nebraska 68502 ("**Premises**") and participation in the Activities (as defined below), the undersigned agree as follows:

1. **Nature of the Activities.** The Park is a trampoline park, and entertainment center which offers clients the opportunity to participate in a number of trampoline related physical activities. The Park feels it is important that the Participants know that trampoline activities are active and vigorous and consequently, involve some risks of injury that are inherent to the activity. Even though The Park: a) has designed the facility with safety as a prime concern; b) provides instruction in some activities; and c) has developed rules and policies that focus on safety; ***it is impossible to eliminate all risk and possibility of injury.***
2. **Types of Risks.** Some of the Activities available at The Park include, but are not limited to, general jumping, dodgeball, volleyball, tumbling, foam pit jumping, and aerobics. There are inherent risks in participating in the Activities. Inherent risks might include those inherent in any trampoline jumping (e.g., landing wrong, over-exertion, unexpected failure of the trampoline surface or attachments). They may also include those related to the type of Activity (e.g., when playing dodgeball: being injured by the ball or colliding with other participants; volleyball: being injured by the ball, colliding with another participant, or colliding with the standard supporting the net; tumbling: landing wrong, collisions, or using improper form or technique; rock climbing : abrasions, muscle strains or anxiety and aerobics: over-exertion or muscle strains). Other inherent risks in the Activities include erratic co-participant behavior, unexpected equipment failure, and medical risks associated with physical exertion.
3. **Types of Injuries.** The Park feels that it is important that Participants understand the three types of injuries that can occur. First is the common *minor injury*. This type includes, but is not limited to, muscle strains and sprains, bruises, abrasions, and contusions. The second type of injury is the *serious injury*. Examples of serious injuries are broken bones, ligament and joint injuries, concussions, and eye injury. These are rare, but do occasionally occur. The third type of injury is the *catastrophic injury*. Some examples of catastrophic injury are brain injury, paralysis, heart attack, and death. Even though the likelihood of such an injury is remote, we feel that Participants should be aware of all possibilities.
4. **Assumption of Risks.** By signing this Agreement, entering the Premises and/or participating in the Activities, Adult Participant, on behalf of himself/herself, and on behalf of the Child Participant(s), warrants that he/she has read this Agreement in its entirety, acknowledges that the Activities contain inherent risks which vary with the activity, understands the demands of the Activities relative to a Participant's physical condition and skill level, appreciates the types of injuries that may occur as a result of the Activities and their potential impact on safety, well-being, and lifestyle, and asserts that participation is voluntary and that Participant knowingly assumes all risks inherent with the Activities.
5. **Release of Claims.** **TO THE FULLEST EXTENT PERMITTED BY LAW, ADULT PARTICIPANT, ON BEHALF OF HIMSELF/HERSELF AND ON BEHALF OF ANY CHILD PARTICIPANT AND ON BEHALF OF ANY SPOUSE, HEIRS, EXECUTORS AND REPRESENTATIVES OF ANY PARTICIPANT HEREBY RELEASES, DISCHARGES AND AGREES TO HOLD HARMLESS THE PARK, CENTRAL PARKS MANAGEMENT INTERNATIONAL LLC, CPM NE SPONSOR LLC AND CPM PARK II LLC, B & J PARTNERSHIP LTD dba SPEEDWAY PROPERTIES ("LANDLORD"), LANDLORD'S MORTGAGEES AND MANAGEMENT COMPANY OF THE PREMISES, AND ANY OF THE ABOVE PARTIES AFFILIATES OR SUBSIDIARIES, RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, HEIRS, ASSIGNS, VOLUNTEERS, INDEPENDENT CONTRACTORS, EQUIPMENT PROVIDERS, AND INSURERS OF ALL OF THEM (COLLECTIVELY, THE "PROTECTED PARTIES") FROM AND AGAINST ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, JUDGMENTS, DEMANDS, ACTIONS, SUITS, CAUSES OF ACTION, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT OR OTHER COSTS) RELATING TO, RESULTING FROM, OR ARISING OUT OF OR ALLEGED TO HAVE ARISEN OUT OF (IN WHOLE OR IN PART) ANY BODILY INJURY TO OR DEATH OF PARTICIPANT OR DAMAGE TO OR LOSS OF PARTICIPANT'S PROPERTY: (A) DURING OR RELATING TO PARTICIPANT'S PARTICIPATION (WHETHER ACTIVELY OR PASSIVELY) IN ANY ACTIVITIES ON THE PREMISES OR OTHER LOCATION WHERE THE ACTIVITIES ARE BEING CONDUCTED, INCLUDING BUT NOT LIMITED TO PARTICIPANT'S USE OF ANY EQUIPMENT, PARTICIPANT'S INVOLVEMENT IN ANY CLASSES OR INSTRUCTION, AND PARTICIPANT'S INVOLVEMENT IN ANY COMPETITION OR EVENT SPONSORED BY THE PROTECTED PARTIES (COLLECTIVELY, "ACTIVITIES"); OR (B) OCCURRING ON THE PREMISES, INCLUDING BUT NOT LIMITED TO PARTICIPANT'S USE OF THE LOCKER ROOM AREA, THE ASSOCIATED SIDEWALKS AND PARKING AREA, OR IN TRANSPORTATION TO OR FROM THE PREMISES OR OTHER LOCATION WHERE THE ACTIVITIES ARE BEING CONDUCTED. PARTICIPANT HEREBY AGREES NOT TO BRING ANY SUITS, CLAIMS, CAUSES OF ACTION, DEMANDS OR LEGAL ACTIONS AGAINST THE**

PROTECTED PARTIES FOR ANY ITEM RELEASED HEREUNDER. THE RELEASE CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF ANY SUCH INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE PROTECTED PARTIES OR ANY OTHER PATRON WHO IS ON THE PREMISES OR WHO IS PARTICIPATING IN THE ACTIVITIES.

6. **Indemnity. ADULT PARTICIPANT, ON HIS/HER BEHALF AND ON BEHALF OF ANY CHILD PARTICIPANT(S), AND ON BEHALF OF ANY SPOUSE, HEIRS, EXECUTORS AND REPRESENTATIVES AGREES TO INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS THE PROTECTED PARTIES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, SUITS, LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, LIENS, JUDGMENTS, SETTLEMENTS, PROCEEDINGS, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT OR OTHER COSTS) OF ANY NATURE WHATSOEVER FOR OR RELATING TO DEATH, BODILY INJURY OR PROPERTY DAMAGE RESULTING FROM, RELATING TO, OR CAUSED BY (WHETHER IN WHOLE OR IN PART) ANY OF THE FOLLOWING MATTERS (WHICH NECESSARILY INCLUDE ALL CLAIMS THAT DO OR MAY BELONG TO THE CHILD PARTICIPANT(S)): (A) PARTICIPANT'S ACTS, OMISSIONS OR PRESENCE ON OR ABOUT ANY PART OF THE PREMISES OR OTHER PREMISES WHERE ACTIVITIES SPONSORED BY MADHOUSE ARE TAKING PLACE; (B) PARTICIPANT'S ACTIVE OR PASSIVE PARTICIPATION IN, OR OBSERVANCE OF, ANY OF THE ACTIVITIES; (C) ANY CLAIMS ARISING OUT OF THE NEGLIGENT, GROSSLY NEGLIGENT, OR WILLFUL ACTS OR OMISSIONS OF PARTICIPANT; OR (D) PARTICIPANT'S USE OF ANY FIXTURES, EQUIPMENT OR PERSONAL PROPERTY IN, ON OR ABOUT PREMISES OR OTHER PREMISES WHERE ACTIVITIES SPONSORED BY MADHOUSE ARE TAKING PLACE. THE INDEMNITY CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF ANY SUCH INJURY OR DAMAGE IS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE PROTECTED PARTIES.**
7. **Dispute Resolution/Waiver of Jury Trial.** If a dispute arises under this Agreement or from Participant's use of the Premises or participation in the Activities, the Participant shall engage in good faith efforts to mediate a settlement prior to filing a demand for arbitration. Should the dispute not be resolved by mediation, The Park and the Participant agree that all disputes, controversies, or claims arising out of the Participant's use of the Premises or participation in the Activities shall be submitted to binding arbitration before and in accordance with the Commercial Rules of the American Arbitration Association then in effect. It is acknowledged, understood and agreed that any such arbitration will be final and binding and that by agreeing to arbitration, the parties are waiving their respective rights to seek remedies in court, including the right to a jury trial. The parties waive, to the fullest extent permitted by law, any right they may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement, whether based in contract, tort, statute (including any federal or state statute, law, ordinance or regulation), or any other legal theory. **It is expressly acknowledged, understood and agreed that: arbitration is final and binding; the parties are waiving their right to seek legal remedies in court including the right to a trial by jury; pre-arbitration discovery generally is more limited than and different from that available in court proceedings; the arbitrator's award is not required to include factual findings or legal reasoning; and any party's right to appeal or vacate, or seek modification of, the arbitration award, is strictly limited by law.** It is understood, acknowledged and agreed that in any such arbitration, each party will be solely responsible for payment of his/her/its own counsel fees, with the costs of arbitration borne equally by the parties. Any such arbitration will be conducted in the State of Wisconsin and the law of the State of Wisconsin will apply.
8. **Acknowledgments by Participant.** Adult Participant acknowledges on behalf of himself/herself and on behalf of any Child Participant(s) that he/she/they would not be granted access to the Premises or the ability to participate in the Activities but for his/her agreement to the terms and conditions of this Agreement and these acknowledgments:
 - Participation is purely voluntary and Participant is electing to participate despite the associated risks.
 - Child Participant(s) and Adult Participant possess a sufficient level of skill and physical fitness for safe participation in the Activities. Adult Participant may attempt only activities that he/she feels he/she is capable of performing safely and will monitor Child Participants to ensure their participation does not exceed their limitations. Further, Participant agrees to stay in areas that will not place Participant in undue danger.
 - Neither Adult Participant nor Child Participant(s) has any health problems that would prevent them from participating in the Activities. Participants are solely responsible for consulting with a physician before engaging in any physical activities and are solely responsible for determining whether they are physically and medically able to participate. The Park may, but is under no obligation to determine that a Participant should discontinue participation. Participants understand The Park recommends that Participants receive medical clearance from their physician prior to participation in the Activities.
 - The Park may administer to Participant emergency aid, CPR, and use an AED (defibrillator) when deemed necessary by The Park.
 - The Park may secure emergency medical care or transportation (i.e., EMS) when deemed necessary by The Park and Participant shall assume all costs of emergency medical care and transportation.
 - It is Participant's duty to inform The Park and cease participation in the Activities if Participant should feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains).

- Participant agrees to obey all safety rules while participating in the Activities and alert the staff of any rule violations or dangerous behavior. Participant agrees to read any and all rules posted or displayed at the Premises and to explain the rules to any Child Participant.
 - Participant agrees to inform The Park in advance of any food allergies. Participant should assume the presence of nut and or other allergens are present in the Park or its café.
9. **Authority.** Any Adult Participant signing on behalf of a Child Participant represents to the Protected Parties that he/she is the parent or legal guardian of the Child Participant(s), he/she has legal capacity and authority to act for and on behalf of the Child Participant(s), and agrees to **INDEMNIFY AND DEFEND** the Protected Parties from and against all claims or liabilities resulting from or relating to any insufficiency of the undersigned's legal capacity or authority to act for or on behalf of the Child Participant(s) in the execution of this Agreement.
 10. **Terms.** Capitalized terms shall have the meaning set forth herein. This Agreement constitutes the entire agreement between the Protected Parties and the Participants, supersedes any and all previous oral or written promises or agreements, and may only be modified in writing. The Participant further expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of Nebraska and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. In the event any provision of this Agreement is ever deemed to exceed the limits permitted by any applicable law, the provisions set forth herein will be reformed to the extent necessary to make them reasonable and enforceable. Any dispute in the meaning, understanding, effect, interpretation or validity of this Agreement will be resolved in accordance with the laws of the State of Nebraska. In the event any action is filed to confirm, modify or vacate any award rendered through compulsory binding arbitration, Participant hereby irrevocably agrees that the forum for any such suit will lie with a court of competent jurisdiction in the County of Lancaster, State of Nebraska, and hereby agrees to the personal jurisdiction and venue of such court. By signing below, Participant authorizes The Park to communicate with Participant via email with updates, news, advertisements, and offers. Wherever any words are used herein in the masculine or feminine gender, they shall be construed as though they were also used in another gender in all cases where they would so apply.
 11. **Acknowledgment & Understanding.** Participant represents to the Protected Parties that he/she thoroughly understands this is a complete and final release and indemnity agreement, he/she is voluntarily entering into this Agreement, and no representations, promises, or statements made by any of the Protected Parties has influenced Participant in signing this Agreement. Participant agrees that there are no oral agreements, representations, promises, or warranties that are not expressly set forth herein and that he is not relying on any statements or representations of the Protected Parties that are not expressly contained herein. Participant acknowledges that he/she has read this Agreement in its entirety, fully understands its terms, and understands that he/she is giving up substantial rights herein, including his right to sue in a court of law. Participant acknowledge that he/she is signing this Agreement freely and voluntarily, and intends by Participant's signature, to completely and unconditionally release the Protected Parties from all liability due to ordinary negligence and the inherent risks of the Activities to the greatest extent permitted by the laws of Nebraska.
 12. **LICENSE.** For good and valuable consideration the receipt of which is hereby acknowledged, Adult Participant on behalf of him/herself and the Child Participant irrevocably grants The Park, or Central Parks Management International LLC and all existing or future franchisees, affiliates, and corporate parks of Central Parks Management International LLC (collectively, Company) and Company's assigns, licensees and successors the right to use all or a portion of my image (including real and personal property owned by me) and name in all forms and media including composite or modified representations for all purposes, including advertising, trade or any commercial purpose throughout the world and in perpetuity. **ADULT PARTICIPANT ON BEHALF OF HIM/HERSELF AND THE CHILD PARTICIPANT WAIVES THE RIGHT TO INSPECT OR APPROVE VERSIONS OF IMAGES USED FOR PUBLICATION OR THE WRITTEN COPY THAT MAY USED IN CONNECTION WITH THE IMAGES. ADULT PARTICIPANT ON BEHALF OF HIM/HERSELF AND THE CHILD PARTICIPANT RELEASE COMPANY AND COMPANY'S ASSIGNS, LICENSEES AND SUCCESSORS FROM ANY CLAIMS THAT MAY ARISE REGARDING THE USE OF MY STATEMENTS OR IMAGES INCLUDING ANY CLAIMS OF DEFAMATION, INVASION OF PRIVACY, OR INFRINGEMENT OF MORAL RIGHTS, RIGHTS OF PUBLICITY OR COPYRIGHT.** Company is permitted, although not obligated, to include my name as a credit in connection with the image. Company is not obligated to utilize any of the rights granted in this Agreement.

IF I AM SIGNING THIS DOCUMENT ON BEHALF OF MY SPOUSE, CHILD, FAMILY MEMBER, FRIEND, MINOR CHILD, OR OTHER PERSON, I EXPRESSLY WARRANT AND REPRESENT TO THE PARK THAT I HAVE SUCH PERSON'S ACTUAL AND IMPLIED AUTHORITY TO EXECUTE THIS AGREEMENT ON THEIR BEHALF, INCLUDING, BUT NOT LIMITED TO, THE ARBITRATION CLAUSE, WAIVER AND RELEASE, AND INDEMNITY AGREEMENT.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT. I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AGREE TO BE BOUND BY ITS TERMS.

I FURTHER REPRESENT THAT I AM SIGNING THIS WAIVER VOLUNTARILY AND THAT I MAY USE THE PARK'S ACTIVITIES WITHOUT SIGNING THIS WAIVER FOR A SUPPLIMENTAL USE FEE OF \$500 PER HOUR.

Please Select Who Will Be Participating (Circle One)

Adult Minor Adult and Minor

Printed Name Of PARTICIPANT

Email Address

Street Address

City, State and Zip Code

Name Of Emergency Contact

Phone Number

Signature Of PARTICIPANT (If 19 Years or Older)

Date

***If PARTICIPANT Is A Minor, The Parent/Guardian Must Complete The Following:**

Printed Name Of PARTICIPANT

Date Of Birth

Printed Name Of PARENT/GUARDIAN (Circle One)

Relationship

Phone Number

Signature Of PARENT/GUARDIAN

Date

