

BEST BUDDIES, INTERNATIONAL (“BEST BUDDIES”) PARTICIPANT WAIVER SKY ZONE X BEST BUDDIES FRIENDSHIP TUESDY EVENT

AUTHORIZATION TO SIGN

The undersigned confirms he/she has read and understands this Participant Waiver (this “Waiver”). The undersigned acknowledges that as a condition of entry and participation in the Sky Zone x Best Buddies Friendship Tuesday Event (hereinafter "Event"), the undersigned is voluntarily executing this Waiver. The undersigned means the participant if the participant is age 18 or older or means both the participant and the participant's parent or legal guardian if the participant is under the age of 18.

PHOTOGRAPHY/VIDEO RELEASE

The participant grants permission for the use of his/her name and/or photographs in press releases, kits, media broadcasts or any other public relations account of the Event used by Best Buddies or others with the consent of Best Buddies.

PERSONAL RESPONSIBILITY

The undersigned certifies that the participant is physically fit to participate in the Event and will abide by all Event rules. In order to gain access to any of the facilities at SKY ZONE’s premises, including, but not limited to, the interior and exterior of the SKY ZONE building, snack bars, restrooms, party rooms, reduced/altered/theatrical/laser lighting, and special effects lighting (the “PREMISES”), and/or to participate in or use SKY ZONE’s equipment, services, or activities, including but not limited to, trampolines, obstacle courses, slides, wipeout arms, foam pits, airbags, climbing walls, basketball courts, battle beams, dodgeball courts, ziplines, and arcade games (collectively, “ACTIVITIES”), the undersigned certifies that he or she :

1. has no physical or mental limitations or conditions, including pregnancy, that would prohibit or impair participation in the ACTIVITIES;
2. is not intoxicated or taking any prescription or non-prescription drugs that would prohibit or impair participation in the ACTIVITIES;
3. is not participating in the ACTIVITIES against the advice of any medical professional;
4. will exercise his/her sole judgment to determine his/her levels of fitness, skill, and health to participate in ACTIVITIES;
5. will only participate in ACTIVITIES for which he/she has sufficient skill to avoid injury;

6. understands and will abide by all rules established for all ACTIVITIES, including, without limitation, all verbal instructions, Safety Rules, and posted signage at the PREMISES, and he/she has had the opportunity to ask questions;

7. accepts sole responsibility for his/her own conduct and actions while on the PREMISES or participating in the ACTIVITIES, and he/she understands that BEST BUDDIES is not responsible for his/her participation, conduct, actions and decisions.

RELEASE OF LIABILITY

Despite all known and unknown risks, including but not limited to, serious bodily injury, permanent disability, paralysis, and death, that may be sustained while on the PREMISES, I, on behalf of myself, and all individuals named herein, including minor children, and their respective wards, heirs, assigns, personal representatives, and estates, if any (collectively, the "RELEASORS") hereby expressly, unconditionally, and voluntarily agree to release, relinquish, waive, hold harmless, and forever discharge, BEST BUDDIES and its agents, owners, parent company, subsidiaries, affiliated facilities, franchisors, officers, directors, principals, volunteers, employees, independent contractors, insurers, facility operators, and any and all other persons and entities acting in any capacity on BEST BUDDIES' behalf (collectively, the "RELEASEES"), from any and all liability for any causes of action, suits, sums of money, controversies, damages, judgments, claims, or demands, whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by the RELEASEES while the RELEASORS are on or about the PREMISES, participating in, or as a result of participating in, any of the ACTIVITIES on or about the PREMISES, and/or using any items purchased on or about the PREMISES, regardless of how any claim or accident may occur and whether the action arises out of any damage, loss, personal injury, emotional injury, or death to the RELEASORS. This release of liability further includes any claims for first-aid or medical treatment provided or failed to be provided by the RELEASEES.

ASSUMPTION OF RISK

The undersigned further agrees and understands that in signing this Waiver, the undersigned is expressly acknowledging and assuming the risks and dangers that may result in physical injury and/or death, including but not limited to: falling, contact or collisions with other participants, equipment failure, dangerous surfaces, injury, including paralysis or death limited access to and/or delay in medical attention, fatigue, dehydration and mental distress from exposure to any of the foregoing. The undersigned acknowledges and agrees that they are voluntarily participating in ACTIVITIES which the RELEASORS agree are dangerous with both known and unknown inherent risks that cannot be alleviated

without changing the nature of the ACTIVITIES, including the risk of serious bodily injury, permanent disability, paralysis, and death, deriving from, but not limited to, equipment malfunctions; building malfunctions; lack of supervision and/or trained trampoline monitors; lack of proper equipment or padding, netting, or other safety measures; slipping; falling; landing; any illness, including, but not limited to, known or unknown infectious and/or communicable diseases, epidemics, and/or pandemics, or known or unknown intentional or negligent failure to quarantine without regard to declarations made or not made by federal, state, or local authorities; colliding with fixed objects or other people; or negligence, errors, or omissions by the RELEASORS, the RELEASEES, and/or any other person or entity while on the PREMISES.

The undersigned acknowledges and understands that the description of the risks listed herein are not complete and that participating in the Event may be dangerous and may also include risks which are inherent and/or cannot be reasonably avoided without changing the nature of the Event. By signing this document the undersigned recognizes that property loss, injury, serious injury and death are all possible while participating in the Event. Recognizing the risks and dangers, the undersigned understands the nature of the Event and voluntarily chooses for the participant to participate in and expressly assume all risks and dangers of the Event, whether or not described herein.

COVENANT NOT TO SUE

In addition, in consideration for allowing the participant to participate in the Event, the undersigned hereby for himself or herself, and the undersigned's heirs, executors and administrators, release, exempt and discharge and agree not to commence any law suit against the organizer of the Event, Best Buddies International, Inc., all Event sponsors, Event subcontractors, Event staff, and Event volunteers, from all claims, injuries, losses, damages and course of action, present or future, whether they result from, arise out of or are incident to my participation in the Event. I acknowledge that trampolines are inherently dangerous and fully realize the risk of participating in the Event.

MINOR PARTICIPANT

In the case of a minor participant, the undersigned parent or legal guardian acknowledges that he/she is not only signing this Waiver on his/her behalf but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Waiver. Additionally, by signing this Waiver as the parent or legal guardian of a minor participant, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian

agrees that but for the foregoing, the minor participant would not be permitted to participate in the Event.

ADULT PARTICIPANT

By signing this Waiver without a parent or legal guardian's signature, the participant, under penalty of fraud, represents that he/she is at least 18 years old. If signing as the parent or legal guardian of a minor participant, signing adults represent that they are a legal parent or guardian of a minor participant. The undersigned agrees to indemnify the released parties for all liability and claims, including attorneys fees, arising from any misrepresentations or fraudulent execution of this Waiver.

Name of Participant

Participant SIGNATURE (Parent or Legal Guardian if Minor)

Date