

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of PlayWell Brooklyn, LLC, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "**PlayWell**"), I hereby agree to release, indemnify, and discharge PlayWell, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in PlayWell activities, include, but are not limited to, climbing, swinging, crawling, jumping, running, hanging trampoline games or activities, inclusive of elevated net and ninja courses, rope courses, zip lines, sky rail and climbing challenges, soft play, dancing, and virtual reality equipment, entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities.

The risks include, among other things: Participation in the PlayWell activities, as set forth above, include inherent risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. These risks include, but are not limited to, falls, collisions with other participants, cuts, bruises, sprains, contacting a hard surface (e.g., an uncovered beam, frame, or rail; exposed springs or hooks), landing incorrectly, sprains, breaking of bones, twisting of ankles, weight differences between you and other participants, catching a foot or other body part under a pad, strikes on other equipment, tripping or slipping while participating in activities, or while in or around the facility. Trampolines and rope courses expose its participants to the usual risk of cuts and bruises. Other more serious injuries as well. Participants often fall off equipment, sprain or break wrists, ankles and can suffer more serious injuries as well. Traveling to and from trampoline and rope course locations raises the possibility of any manner of transportation accidents. Participants often fall on each other resulting in broken bones and other serious injuries. Double bouncing, more than one person per trampoline, can create a rebound effect causing serious injury. Flipping and running and bouncing off the walls is dangerous and can cause serious injury and must be done at the participants own risk. In addition, rope courses have an inherent risk of falling. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense

Furthermore, PlayWell employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant health or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in these activities. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks. I fully appreciate the types of injuries that may occur as a result of such activities. I hereby assert that my, and, if applicable, my child's or ward's, participation in the PlayWell activities is voluntary and that I knowingly assume all inherent risks of the activity on behalf of myself and, if applicable, my child or ward.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless PlayWell from any and all claims, demands, or causes of action, which are in any way connected with my participation in PlayWell activities or my use of PlayWell's equipment or facilities, **including any such claims which allege negligent acts or omissions of PlayWell**. The scope of this release is intended to be one that is given the fullest effect under the law, including, but not limited to, all claims, demands, or causes of action related to medical treatment provided, and/or not provided in the event of an incident at the facility (whether due to the participation in the activities or otherwise), any and all claims resulting from the damage to, loss of, or theft of property, and consequential, special, incidental, speculative, exemplary, loss of profit, loss of opportunity and other damages, such as but not limited to, your inability to work, resulting from any injury or loss.
4. Should PlayWell or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree, on behalf of myself and child or ward (if applicable) to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. PLEASE ONLY VISIT THE FACILITY IF THE FOLLOWING APPLY:
- (a) You and your child or ward if applicable, is healthy enough to participate;
 - (b) Neither has symptoms of COVID-19, sickness, coughing, sneezing, shortness of breath, fever, or any symptoms of generally not feeling well;
 - (c) You do not live with or visited a person or family member that has been diagnosed with or suspected of having COVID-19 in the last seven (7) days;
 - (d) You consent to having your (or your minor child's or ward's) temperature checked upon entering the park.
7. In consideration of being allowed to participate in any or all of the services and activities, including, but not limited to, those set forth herein and any related events and activities, the undersigned acknowledges, appreciates, and agrees that: **(1)** participation includes possible exposure to an illness from infectious diseases including, but not limited to MRSA, influenza, the common cold, flues, COVID-19 and similar diseases/infections. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and **(2)** Participant for myself and/or on behalf of my spouse, and minor child(ren)/ward(s) KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and **(3)** agree to comply with the stated and customary terms and conditions for participation with respect to protection against infectious diseases and if I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest management employee immediately; and **(4)** that I, as parent/guardian, with legal responsibility for any minor participant, have read and explained the provisions in this waiver/ release to my child/ ward including the risks of presence and participation and his /her personal responsibilities for adhering to the rules and regulations for protection against infectious diseases; and **(5)** I, for myself and/or on behalf of my spouse and minor child(ren)/ward(s) as well as on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS PLAYWELL BROOKLYN LLC, its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, owners, parent companies, affiliated entities and lessors of premises ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
7. **CHOICE OF LAW, TRIAL BY JURY WAIVER & ARBITRATION**: In the event that I file a lawsuit against PlayWell, I further agree that the substantive law of the state of New York shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect. **I hereby waive my right to trial by jury and agree that any controversy between the parties hereto involving any claim arising out of or relating to a breach of this agreement shall be submitted to and be settled by final and binding arbitration in the state of New York in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.** I understand that this agreement extends forever into the future and will have full force and legal effect each and every time PlayWell, whether at the current location or any other location or facility.

By signing this document, I acknowledge that if anyone is hurt, property is damaged during my participation in these activities, I may be found by law to have waived my right to maintain a lawsuit against PlayWell on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I further grant PlayWell the right to photograph, videotape, and/or my child/ward and to use my or my child's/wards' name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation. I would like to receive free email promotions and discounts to the email address provided below and I expressly agree to receive communications from PlayWell. I may unsubscribe to emails from PlayWell at any time by notifying PlayWell in writing.

ONLY ONE PARTICIPANT IS ALLOWED PER WAIVER.

Print Name _____ DOB _____ Phone Number _____
Address _____ City _____
State _____ Zip _____
Email _____
Signature of Participant _____
Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s)) _____
being permitted by PlayWell to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless PlayWell from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s).

Minor(s) DOB(s) _____

Parent or Guardian: _____

Print Name: _____

Date: _____