



THE FACTORY WAIVER

THE FACTORY GULF SHORES, LLC Customer Release of Liability & Assumption & Risk

******THIS IS A CONTRACT - READ BEFORE SIGNING******

In consideration of being permitted by The Factory to participate in its activities, including but not limited to, trampoline arena, trampoline dodgeball, trampoline basketball, foam pit, aerial training, fitness classes, batting cages, air hockey, flight simulator, arcade games, adrenaline jump, vertical drop slide, snack bar access, and any other amusement activities (collectively ACTIVITIES) facilitated by THE FACTORY, and use its equipment and facilities, now and in the future, I hereby release, indemnify and discharge THE FACTORY, it's agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, manufacturers, subsidiaries, independent contractors, insurers, facility operators, land and/or premise owners, and any and all other persons and entities acting in any capacity on its behalf (collectively THE FACTORY). I, on behalf of myself, and/or my minor child(ren)/ward(s), my spouse, legal partner, my children, my parents, my guardian, heirs, assigns, personal representatives and estate, and all other entities who could in any way represent me or act on my behalf, hereby do agree to forever release, indemnify, and discharge THE FACTORY as follows:

1- I acknowledge that my participation in THE FACTORY activities entail known and unknown 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 cannot be eliminated without jeopardizing the essential qualities of the activity. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense. Injuries must be reported within 24 hours. Furthermore, THE FACTORY employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness level or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that THE FACTORY employees may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities.

2- I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is strictly voluntary and I elect to participate in spite of the risks.

3 - I hereby expressly and voluntarily release, demise, acquit, satisfy and forever discharge, THE FACTORY and agree to hold harmless of and from all manner of action and actions or omission(s), cause and cause of action variances, trespasses, damages, judgments, executions, claims, and 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 FACTORY, whether the action arises out of any damage, loss, personal injury, or death to me or my child(ren)/ward(s), while participating in any of the ACTIVITIES. This Release of Liability is effective, and valid regardless of whether the damage, loss, or death is a result of any act or omission on the part of THE FACTORY.

4 - I hereby agree to indemnify and hold harmless from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred, and/or suffered by THE FACTORY, including, but not limited to, any and all attorney's fees, costs, damages, and/or judgments THE FACTORY incurs in the event that I or my minor child(ren)/ward(s) cause any damage and/or harm to THE FACTORY and/or any and all other persons and entities acting in any capacity on behalf of THE FACTORY.

5 - I promise to indemnify THE FACTORY for any attorney's fees and/or cost incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt or judgment accrue in favor of THE FACTORY, pre-judgment and post-judgment interest shall accrue Theron at a rate of 18% per annum.

6 - By entering THE FACTORY and participating in the ACTIVITIES, I hereby grant THE FACTORY on behalf of myself and my child(ren)/ward(s), the irrevocable rights to photograph and/or record me or my

child(ren)/ward(s) in connection with THE FACTORY and to use the photograph and recording for all purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restraint, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.

7 - I certify that I and/or my child(ren)/ward(s) have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I have.

8 - I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit THE FACTORY, whether at the current location or any other location or facility.

9 - In the even a lawsuit is filed against THE FACTORY, I agree to the sole and exclusive venue of Baldwin County, I further agree that the substantive law of Alabama shall apply without regard to any conflict of law rules. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. 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 Baldwin County, Alabama, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

By signing this document, I understand that I may be found in a court of law to have forever waived me and my child(ren)/ward(s) right to maintain any action against THE FACTORY on the basis of any claim from which I have released THE FACTORY and any released party herein. I have had reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

ENTER NON-MINOR OR PARENT/LEGAL GUARDIAN'S INFORMATION BELOW:

Adult's First Name _____ Adult's Last Name _____

Phone _____ Adult's Birth Date _____

Driver's License Number or Last 4 Digits of Social Security Number _____

Signature _____ Today's Date _____

ENTER FULL NAME AND BIRTHDATE OF MINORS UNDER THE AGE OF 19 BELOW

First Name #1 _____ Last Name #1 _____ Birth Date _____

First Name #2 _____ Last Name #2 _____ Birth Date _____

First Name #3 _____ Last Name #3 _____ Birth Date _____

First Name #4 _____ Last Name #4 _____ Birth Date _____

WE RESERVE THE RIGHT TO REVIEW YOUR LICENSE AND/OR OTHER FORMS OF I.D. TO VERIFY IDENTITY AND AGE.

Employee Signature _____