

CHILD'S PLAY CHALLENGE COURSES, LLC.

PARTICIPANT ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS AGREEMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT YOUR ABILITY TO BRING FUTURE CLAIMS, DEMANDS, LEGAL ACTION, OR CAUSE OF ACTION.

PARENTS/GUARDIANS OF MINOR PARTICIPANTS: YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND AGREED TO THE TERMS (SUCH TERMS BEING INTERPRETED AS IF THEY APPLIED TO BOTH YOU AND YOUR MINOR CHILD/WARD) AND HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR MINOR CHILD/WARD. THIS AGREEMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR AND YOUR MINOR CHILD'S/WARD'S ABILITY TO BRING FUTURE CLAIMS, DEMANDS, LEGAL ACTION, OR CAUSE OF ACTION.

ASSUMPTION OF RISK - The Child's Play Challenge Course (the "Event") involves physical activities, such as running, jumping, and negotiating (i.e., running, jumping, or climbing over, under, or through) obstacles involving cargo nets, tires, climbing walls, monkey bars, balance beams, and similar obstacles. Participants must be in good physical condition and should not suffer from any conditions which would prevent a person from safely participating in the Event. Participants are strongly encouraged to consult with their medical providers before participating in the Event if they have any concerns as to whether they can safely participate in it. Due to the physical activities, use of obstacles, and involvement of other Event participants, participants and parents/guardians of minor participants must understand that the Event carries with it inherent risks of physical injury, which could result in bodily injury, partial and/or total disability, paralysis, and death. Such inherent risks include, but are not limited to, encounters with obstacles, equipment-related hazards (i.e. unexpected equipment failure and/or imperfect course conditions), weather-related hazards (i.e., extreme heat, humidity, mud, rain or fog), inadequate or negligent first aid and/or emergency measures, or problems created by other Event participants. The social and economic losses and/or damages, which could result from the risks and dangers above, could be severe. There may be other risks not known to Child's Play Challenge Courses, LLC or not reasonably foreseeable at this time.

The participants and parents/guardians of minor participants have the right to inspect the facilities and/or equipment used. The participants and parents/guardians of minor participants have the right to immediately advise the Child's Play Challenge Courses officials if anything is believed to be unsafe and immediately take all precautions to avoid the unsafe area, including refusing to participate further.

In order to keep the course safe for all participants, participants must follow the posted and/or verbal instruction of the Child's Play Challenge Courses officials. If the officials deem the behavior of a participant is likely to cause danger or disruption, the officials can reasonably request they be controlled or removed.

WAIVER OF LIABILITY - In consideration of being allowed to participate in the Event and recognizing the inherent risks of physical injury involved in participating in the Event, the participant and parent/guardian of minor participant signed below hereby FULLY RELEASE, WAIVE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE Child's Play Challenge Courses, LLC, including its owners, directors, managers, officers, agents, employees, shareholders, contractors, suppliers, volunteers, affiliates, successors, promoters, Event site owners, event site operators, lessees of premises used to conduct the Event, premises, underwriters, and others who give recommendations (collectively, the "Released Parties"), from any and all past, present, and future claims, demands, legal actions, and causes of action for negligence arising out of or relating to the Event (i.e. Child's Play Challenge Courses), whether known or unknown, anticipated or unanticipated, now existing or hereafter arising, including

any such claims, demands, or cause of action for personal injury, emotional injury, property damage, and/or death.

INDEMNIFICATION - The Event participant and parent/guardian of the minor participant agrees to DEFEND, INDEMNIFY, and HOLD HARMLESS the Released Parties from and against (1) any and all claims by Event Participant arising out of or relating to Event Participant's involvement or participation in the Event and (2) any and all claims, demands, legal actions, or causes of action by other Event participants, the Event site owner, the Event site operator, rescuers, or others arising out of or relating to Event Participant's actions or inactions at, during, or after the Event.

OTHER TERMS OR CONDITIONS

GOVERNING LAW - The Event participant and parent/guardian of the minor participant fully understands and acknowledges that this agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey.

ENTIRE AGREEMENT - The Event participant and parent/guardian of the minor participant fully understands and acknowledges that this Agreement (1) constitutes the entire agreement between the Event Participant and Released Parties and all terms in this Agreement are contractually binding and not mere recitals; (2) supersedes any prior oral or written agreements or communications on the subject matter addressed herein; (3) cannot be modified or changed in any way by any oral or written representations or statements of any employee or agent; and (4) can only be modified or changed through a subsequent written agreement by both Event Participant, parent/guardian of the minor participant and Child's Play Challenge Courses, LLC.

SEVERABILITY - The Event participant and parent/guardian of the minor participant fully understands and acknowledges that nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained in this Agreement and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal rights to contract, the latter shall prevail; but the provision of this Agreement which is affected shall be curtailed an limited only to the extent necessary to bring it within the requirements of the law.

I HAVE READ THIS ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT OF THE LAW.

Location _____ Date _____

Event _____

Signature of Participant (Parent or Guardian, if minor) _____

Printed Name of Participant _____

Address of Participant _____