

**FLIGHT FIT N FUN COLUMBIA LLC DBA PLEX INDOOR SPORTS LLC**  
**PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION**  
*(PLEASE READ THIS DOCUMENT CAREFULLY, BY SIGNING IT, YOU ARE GIVING UP YOUR AND/OR YOUR MINOR'S LEGAL RIGHTS)*

In consideration of being allowed to participate in the services and activities, including, but not limited to, trampoline park access, trampoline dodge ball, trampoline basketball, aerial training, laser tag, trampoline courts, foam pit activities, ice skating, roller skating, turf field activities, Jump n' Jack's inflatable bounce houses, the arcade and snack bar access and any other amusement activities (collectively "ACTIVITIES"), provided by FLIGHT FIT N FUN (COLUMBIA) LLC DBA PLEX INDOOR SPORTS and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (hereinafter collectively referred to as "FFF"), I, on behalf of myself, and/or on behalf of my minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge FFF on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, heirs, assigns, personal representatives and estate, and all other persons and entities who could in any way represent me or act on my behalf as follows:

\_\_\_\_(INITIAL) (1) **RELEASE OF LIABILITY:** Despite all known and unknown risks, I hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge FFF and agree to hold it harmless of and from all, and all manner of action and actions or omission(s), cause and cause of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties covenants, contracts, controversies, agreement, promises, 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 FFF, whether the action arises out of any damage, loss, personal injury, or death to me or my child(ren)/ward(s), while participating in or as a result of 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 FFF.

\_\_\_\_(INITIAL) (2) **INDEMNIFICATION:** 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 FFF, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments FFF incurs in the event that I or my minor child(ren)/ward(s) cause any injury, damage and/or harm to FFF and/or any and all other persons and entities acting in any capacity on behalf of FFF.

\_\_\_\_(INITIAL) (3) **ATTORNEYS' FEES:** I promise to indemnify FFF for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of FFF, pre-judgment and post-judgment interest shall accrue thereon at a rate of 18% per annum.

\_\_\_\_(INITIAL) (4) **PHOTO RELEASE:** By entering FFF and participating in the ACTIVITIES, I hereby grant FFF on behalf of myself and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with FFF and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording and acknowledge and agree that the rights granted to this release are without compensation of any kind.

\_\_\_\_(INITIAL) (5) **TERMS OF AGREEMENT:** I understand that this agreement extends forever into the future and will have full force and legal effect each time I or my child(ren)/ward(s) visit FFF, whether at the current location or any other location or facility.

\_\_\_\_(INITIAL) (6) **VENUE/ARBITRATION:** In the event a lawsuit is filed against FFF, I agree to the sole and exclusive venue of the Richland County, I further agree that the substantive law of South Carolina 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 Richland County, South Carolina, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

\_\_\_\_(INITIAL) (7) **FLIGHT NIGHT:** I understand that during Flight Night the main lights will be turned off and laser and effect lights will be turned on. I fully understand that visibility during this time will be somewhat limited and agree that by signing below I am fully liable for personal injuries sustained, damage caused, or death that may happen to me and/or my child(ren)/ward(s) during this time.

\_\_\_\_(INITIAL) (8) I further certify that I am either eighteen (18) years or older, or that I am the parent or legal guardian of the child(ren) listed above on this Agreement, or that I have been granted power of attorney to sign this Agreement on behalf of the parent or legal guardian of the child(ren) listed above.

By signing this document, I understand that I may be found by a court of law to have forever waived me and my child(ren)/ward(s) right to maintain any action against FFF on the basis of any claim from which I have released FFF and any released party herein. I have had a 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.

**Parent or Legal Guardian Signature (Only 18 or Older can sign for themselves)**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Date: \_\_\_\_\_

Birth Date: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_

**ENTER FULL NAME AND BIRTH DATE OF ALL FAMILY MEMBERS UNDER THE AGE OF 18**

First Name #1: \_\_\_\_\_ Last Name #1 \_\_\_\_\_ Birth Date #1 \_\_\_\_\_

First Name #2: \_\_\_\_\_ Last Name #2 \_\_\_\_\_ Birth Date #2 \_\_\_\_\_

First Name #3: \_\_\_\_\_ Last Name #3 \_\_\_\_\_ Birth Date #3 \_\_\_\_\_

First Name #4: \_\_\_\_\_ Last Name #4 \_\_\_\_\_ Birth Date #4 \_\_\_\_\_

First Name #5: \_\_\_\_\_ Last Name #5 \_\_\_\_\_ Birth Date #5 \_\_\_\_\_

*We reserve the right to review your license and/or other forms of ID to verify identity and age.*