

FOR PARTICIPANTS AGE 18 AND OVER
**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT**

NOTICE: PLEASE READ THIS FORM CAREFULLY
THERE ARE INHERENT RISKS OF INJURY WHILE PARTICIPATING IN THESE ACTIVITIES.
SERIOUS INJURY OR DEATH MAY RESULT FROM PARTICIPATION.

In consideration of the use the SLINGSHOT ENTERTAINMENT facility, premises and property, including the parking lot (the "FACILITIES") and participation in and enjoyment of the services and activities, including but not limited to the Adult Race Track, Jr. Race Track, Bowling Lanes, Adult Ninja Obstacle Course, Ninja Jr. Obstacle Course, Slingshot Jr. Play Arena, Arcades, Food and Beverage Facilities, Party Rooms, Event and Lounge Space, Restrooms, and Parking Lot, and any third party vendor or function held by SLINGSHOT ENTERTAINMENT inside or outside of the physical building (collectively the "ACTIVITIES") provided by NORCROSS ENTERTAINMENT, LLC, d/b/a/ SLINGSHOT ENTERTAINMENT, operator of the FACILITIES, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (collectively "SLINGSHOT"), I, the undersigned, on behalf of myself, and/or on behalf of my spouse, hereby agree to the terms of this PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (the "AGREEMENT") as follows:

 (Initial here) I acknowledge that my use of and presence at the FACILITIES and/or participation in the ACTIVITIES involve known and unknown/unforeseen risks that could result in physical or emotional injury including but not limited to bruises, contusions, broken bones, sprained or torn ligaments, head and spine injuries, infectious diseases or disorders caused by bacteria, viruses, fungi or parasites, paralysis, death, or other bodily injury or property damage to myself or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the ACTIVITIES. I hereby expressly agree and promise to accept and assume all of the risks associated with the use of the FACILITIES and/or participation in the ACTIVITIES. My use of the FACILITIES and/or participation in the ACTIVITIES is purely voluntary and I elect to participate in spite of the risks. If I am injured, I acknowledge that I may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. I UNDERSTAND AND AGREE THAT SLINGSHOT WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME IF I AM INJURED. In consideration of SLINGSHOT allowing my use of the FACILITIES and/or participation in the ACTIVITIES, I for myself and on behalf of my heirs, administrators, personal representatives, or assigns, do agree to hold harmless, release and discharge SLINGSHOT of and from all claims, demands, causes of action, legal liability, and injuries, including death, whether the same be known or unknown, anticipated or unanticipated, due to SLINGSHOT's negligence. I, for myself and on behalf of my heirs, administrators, personal representatives, or any assigns, further agree that I shall not bring any claims, demands, legal actions, and/or causes of action against SLINGSHOT for any economic and/or non-economic losses due to bodily injury, death, or property damage sustained by me which are in any way associated with the use of the FACILITIES, inside or outside the building, and/or participation in the ACTIVITIES. Should SLINGSHOT or anyone acting on SLINGSHOT's behalf be required to incur attorney's fees and costs to enforce this AGREEMENT, I for myself and on behalf of my heirs, administrators, personal representatives or assigns, agree to indemnify and hold them harmless for all such fees and costs.

 (Initial here) I certify that I am physically able to participate in all ACTIVITIES at the FACILITIES without aid or assistance. I further certify that I am willing to assume the risk of any known or unknown medical or physical condition that I may have. I acknowledge that I have read the rules (the "SLINGSHOT RULES") governing my participation in the ACTIVITIES at the FACILITIES. I understand that the SLINGSHOT RULES have been implemented for the safety of all guests at the FACILITIES. I acknowledge that failure to follow the SLINGSHOT RULES could result in my expulsion from the FACILITIES without refund. I agree that if any portion of this AGREEMENT is found to be void or unenforceable, the remaining portions shall remain in full force and effect. If there are any disputes regarding this AGREEMENT, I hereby waive any right I may have to a trial and agree that such dispute shall be brought within one year of the date of this AGREEMENT and will be determined by binding arbitration before one arbitrator to be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. I further agree that the arbitration will take place solely in Gwinnett County, Georgia and that the substantive law of State of Georgia shall apply. If, despite the representations made in this AGREEMENT, I or anyone on my behalf file or otherwise initiate a lawsuit against SLINGSHOT, in addition to my agreement to defend and indemnify SLINGSHOT, I agree to pay within 60 days liquidated damages in the amount of \$5,000 to SLINGSHOT. I agree that, in the absence of liquidated damages, the injury caused by a breach of this provision is difficult to estimate. Additionally, the specified liquidated damages amount is not a penalty, and \$5,000 is a reasonable pre-estimate of probable loss. Should I fail to pay this liquidated damages amount within the 60 day time period provided by this AGREEMENT, I further agree to pay interest on the \$5,000 amount calculated at 12% per annum.

I further grant SLINGSHOT the right, without reservation or limitation, to videotape, and/or record me on closed circuit television.

I further grant SLINGSHOT the right, without reservation or limitation, to photograph, videotape, and/or record me and to use my name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials.

By signing below, I acknowledge that if anyone is hurt or property is damaged during my use of the FACILITIES and/or participation in the ACTIVITIES, I may be found by a court of law to have waived my right to maintain a lawsuit against SLINGSHOT on the basis of any claim from which I have released SLINGSHOT herein. I have had sufficient opportunity to read this entire document. I understand this AGREEMENT and I voluntarily agree to be bound by its terms.

PARTICIPANT SIGNATURE

DATE

Please print the following information:

Participant First Name	Last Name	Birthdate
Street Address	City and State	Zip Code
Email	Cellphone	Emergency Contact (name and number)