

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

THIS FORM MAY ONLY BE EXECUTED BY A PARENT OR LEGAL GUARDIAN WITH LEGAL AUTHORITY TO SIGN ON BEHALF OF THE CHILDREN LISTED BELOW

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 and/or my minor child(ren), 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 or my child(ren)'s use of and presence at the FACILITIES and/or participation in the ACTIVITIES involves 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, my child(ren), 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 and/or my child(ren)'s use of the FACILITIES and/or participation in the ACTIVITIES is purely voluntary and I elect to participate, or allow my child(ren) to participate in spite of the risks. If I and/or my child(ren) are injured, I acknowledge that I and/or my child(ren) 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 AND/OR MY CHILD(REN) ARE 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 child(ren) and/or legal ward, 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 child(ren) and/or legal ward, 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 and/or my minor child(ren) 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 child(ren), and/or legal ward(s), 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 and/or my minor child(ren) are 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 and/or my minor child(ren) may have. I acknowledge that I have read the rules, (the "SLINGSHOT RULES") governing my and/or my child(ren)'s participation in any ACTIVITIES at the FACILITIES. I certify that I have explained the SLINGSHOT RULES to the child(ren) listed in this AGREEMENT. I understand that the SLINGSHOT RULES have been implemented for the safety of all guests at the FACILITIES, including myself and/or my child(ren). I acknowledge that failure to follow the SLINGSHOT RULES could result in the expulsion of myself and/or my child(ren) 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 on behalf of myself and/or my child(ren) hereby waive any right I and/or my child(ren) 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 behalf of myself and/or my child(ren) 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 and/or my child(ren) on closed circuit television.

I further grant SLINGSHOT the right, without reservation or limitation, to photograph, videotape, and/or record me and/or my child(ren) and to use my or my child(ren)'s 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 my and/or my child(ren)'s 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. I further certify that I am the parent and/or legal guardian of the child(ren) listed below on this AGREEMENT and/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. If I am not the parent and/or legal guardian of any child(ren) listed below or in my care during the use of the FACILITIES and/or participation in the ACTIVITIES or otherwise have binding legal authority to sign on such child(ren)'s behalf, I specifically agree to defend and indemnify SLINGSHOT and hold it harmless against any claims made by or on behalf of such child(ren).

PARENT/LEGAL GUARDIAN SIGNATURE

DATE

Please print the following information:

Parent/Legal Guardian First Name	Last Name	Birthdate
Street Address	City and State	Zip Code
Email	Cellphone	Emergency Contact (name and number)

Please complete for all of the Parent/Legal Guardian's children under the age of 18 who will be participating:

First Name	Last Name	Birthdate
First Name	Last Name	Birthdate
First Name	Last Name	Birthdate
First Name	Last Name	Birthdate
First Name	Last Name	Birthdate
First Name	Last Name	Birthdate