

PARTICIPANT LIABILITY WAIVER AND AGREEMENT TO ASSUME RISK, DEFEND, INDEMNIFY, RELEASE, AND ARBITRATION

("Agreement")

Must also be completed for each participant under the age of 18

By this Agreement, I voluntarily elect to use, and allow the minor child(ren) identified below and all minor children under my supervision, and any other individual identified below (referred to individually and collectively herein as "Participant(s)") to use, Thrillz High Flying Adventure Park facilities and equipment located at 555 S Henderson Rd, King of Prussia, PA 19406 ("Thrillz KOP"). In consideration for being allowed enter the premises and/or use the facilities, equipment, and attractions at Thrillz KOP, and any other services or activities provided by Thrillz KOP or its employees or agents at Thrillz KOP or any other location within the Commonwealth of Pennsylvania, I, on behalf of myself and the Participant(s) identified below, represent acknowledge and agree as follows:

GENERAL RELEASE

_____ **(Initial Here)** I acknowledge and agree that this Agreement is intended to release from liability and provide other benefits, legal protections, and consideration to Thrillz KOP, LLC dba Thrillz High Flying Adventure Park and their respective and collective agents, owners, operators, officers, managers, shareholders, affiliates (or any entity affiliated with Thrillz KOP), volunteers, participants, employees, insurers, third party administrators, claims adjusters, successors, predecessors-in-interest, sponsors, manufacturers, contractors, inspectors, trade associations, landlords, lenders and all other persons or entities acting in any capacity on their respective or collective behalf (collectively, "Thrillz KOP Releasees").

RELEASE OF POTENTIAL INJURIES

_____ **(Initial Here)** I ACKNOWLEDGE AND AGREE ON BEHALF OF ALL PARTICIPANT(S) THAT THE USE OF ALL SERVICES, ATTRACTIONS AND EQUIPMENT ON THE PREMISES AT THRILLZ KOP AND PARTICIPATING IN OR BEING IN PROXIMITY TO SAME IS INHERENTLY AND OBVIOUSLY DANGEROUS, AND THAT SUCH DANGERS CANNOT BE ENTIRELY REMOVED OR ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL QUALITIES OF THE ACTIVITY, WHICH, I AGREE ON BEHALF OF MYSELF AND ALL PARTICIPANT(S) ARE PURELY RECREATIONAL. I ACKNOWLEDGE AND AGREE ON BEHALF OF MYSELF AND ALL PARTICIPANTS THAT THE RISKS OF PARTICIPATION AND PROXIMITY INCLUDE SERIOUS PHYSICAL AND EMOTIONAL INJURY, PARALYSIS, DEATH, DAMAGE TO MYSELF, AND OTHERS, AND DAMAGE TO PERSONAL PROPERTY, AS WELL AS OTHER RISKS, BOTH KNOWN AND UNKNOWN.

LET US KNOW BEFORE YOU GO

_____ **(Initial Here)** IN THE EVENT OF INJURY, I, ON BEHALF OF MYSELF AND ALL PARTICIPANT(S) AGREE TO ALERT THRILLZ KOP EMPLOYEES TO THE INJURY PRIOR TO LEAVING THE PREMISES. I, ON BEHALF OF MYSELF AND ALL PARTICIPANT(S) UNDERSTAND THAT SURVEILLANCE VIDEO – IF ANY – WILL NOT BE RETAINED PAST 30 (THIRTY) DAYS OF THE INJURY EVENT.

VOLUNTARY ASSUMPTION OF RISK

_____ **(Initial Here)** I, ON BEHALF OF MYSELF AND ALL PARTICIPANT(S), ACKNOWLEDGE AND AGREE THAT PARTICIPATION OR SPECTATORSHIP ON THE THRILLZ KOP PREMISES IS VOLUNTARY AND AT OUR OWN RISK. WHILE THE SERVICES, ACTIVITIES AND ATTRACTIONS, INCLUDING, BUT NOT LIMITED TO ACCESS TO THE PREMISES AND USE OF THE FACILITIES, PARKING LOTS, RECEPTION, CONCESSIONS, WALKWAYS, STAIRS/RAMPS, PARTY ROOMS, RESTROOMS, ARE MONITORED GENERALLY BY THRILLZ KOP EMPLOYEES, I ACKNOWLEDGE AND AGREE ON BEHALF OF MYSELF AND ALL PARTICIPANT(S) THAT IT IS NOT REASONABLE TO EXPECT SUCH EMPLOYEES TO MONITOR THE ACTIVITIES AND ACTIONS OF ALL CUSTOMERS AT ALL TIMES. FURTHER, I UNDERSTAND THAT THE EQUIPMENT AT THRILLZ KOP COULD SUFFER FROM KNOWN OR UNKNOWN DEFECTS, AND I, ON BEHALF OF MYSELF AND ALL PARTICIPANTS VOLUNTARILY ASSUME ANY SUCH RISK. EQUIPMENT USED IN THE ATTRACTIONS OR OTHER ACTIVITIES OR APPARATUSES MAY BREAK, FAIL OR MALFUNCTION DESPITE REASONABLE MAINTENANCE AND USE. SOME OF THE EQUIPMENT USED IN ACTIVITIES MAY INFLICT INJURIES EVEN WHEN USED AS INTENDED. PERSONS USING EQUIPMENT MAY LOSE CONTROL OF SUCH EQUIPMENT, OR THEMSELVES, AND CAUSE INJURY TO THEMSELVES AND TO OTHERS. I UNDERSTAND THAT SUCH RISKS SIMPLY CANNOT BE COMPLETELY ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL QUALITIES OF THE ACTIVITY. BY SIGNING THIS AGREEMENT, I TAKE FULL RESPONSIBILITY FOR MY OWN ACTIONS AND HEALTH, ALONG WITH THE ACTIONS AND HEALTH OF THE PARTICIPANT(S). I ACKNOWLEDGE AND AGREE THAT THE ACTIONS OR ACTIVITIES OF OTHER CUSTOMERS OR THE ACTIONS OR INACTIONS OF THRILLZ KOP EMPLOYEES COULD CAUSE ME OR THE PARTICIPANT(S) SIGNIFICANT BODILY INJURY (AS DESCRIBED ABOVE), AND THAT THRILLZ KOP RELEASEES ARE NOT RESPONSIBLE FOR THE ACTIONS OR ACTIVITIES OF CUSTOMERS USING THE THRILLZ KOP OR THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES IN SUPERVISING THRILLZ KOP OR ITS USAGE, INCLUDING ACTIONS, ACTIVITIES, OR OMISSIONS THAT RESULT IN ANY SUCH HARM OR INJURY.

AGREEMENT TO PAY MY OWN MEDICAL EXPENSES

_____ **(Initial Here)** ON BEHALF OF MYSELF AND OTHER PARTICIPANT(S), I ACKNOWLEDGE, ACCEPT, AND ASSUME THE RISK OF ANY AND ALL MEDICAL CONDITIONS, LIMITATIONS, OR DISABILITIES (WHETHER TEMPORARY OR PERMANENT) THAT I OR THE PARTICIPANT(S) POSSESS, WHETHER KNOWN OR UNKNOWN, THAT COULD CONTRIBUTE TO OR EXACERBATE ANY INJURY I OR THE PARTICIPANT(S) MAY SUFFER AS A RESULT OF USING THE THRILLZ KOP PARK OR ANY OF ITS ATTRACTIONS OR EQUIPMENT. IF MEDICAL ASSISTANCE OF ANY FORM (INCLUDING EMERGENCY CARE, HOSPITALIZATION, OUT-PATIENT CARE, COUNSELING, AND/OR PHYSICAL THERAPY) IS REQUIRED OR PERFORMED AS A RESULT OF ANY INJURY I OR THE PARTICIPANT(S) SUFFER AT THRILLZ KOP, SUCH ASSISTANCE SHALL BE AT MY OWN EXPENSE. I warrant and represent that I and all Participant(s) have sufficient insurance coverage to pay for such medical assistance.

RELEASE OF LIABILITY

_____ **(Initial Here)** ON BEHALF OF MYSELF AND THE PARTICIPANT(S), I HEREBY FOREVER, IRREVOCABLY, AND UNCONDITIONALLY RELEASE, WAIVE, RELINQUISH, DISCHARGE FROM LIABILITY, AND COVENANT NOT TO SUE THRILLZ KOP RELEASEES FROM ANY AND ALL CLAIMS, DEMANDS, RIGHTS, ACTIONS, SUITS, CAUSES OF ACTION, OBLIGATIONS, DEBTS, COSTS, LOSSES, CHARGES, EXPENSES, ATTORNEYS' FEES, DAMAGES, JUDGMENTS, AND LIABILITIES, OF WHATEVER KIND OR NATURE, IN LAW, OR OTHERWISE, WHETHER NOW KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, AND WHETHER OR NOT CONCEALED OR HIDDEN, RELATED TO OR ARISING, DIRECTLY OR INDIRECTLY, FROM MY OR THE PARTICIPANT'S PRIOR, CURRENT, OR FUTURE ACCESS TO AND/OR USE OF THE THRILLZ KOP PARK, PREMISES, AND/OR ITS EQUIPMENT, ATTRACTIONS, AND ACTIVITIES, THE PARTICIPANT'S AND/OR MY ENTRY INTO THE THRILLZ KOP PARK, THE CONDITION, MAINTENANCE, INSPECTION, SUPERVISION, CONTROL, OR SECURITY OF THE THRILLZ KOP PARK, THE FAILURE TO WARN OF DANGEROUS CONDITIONS IN CONNECTION WITH THRILLZ KOP AND/OR THE ACTS OR OMISSIONS OF THRILLZ KOP INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR NEGLIGENCE, FAILURE TO WARN OR OTHER OMISSION, PROPERTY DAMAGE, PERSONAL INJURY, EMOTIONAL INJURY, ANY ILLNESS – INCLUDING BUT NOT LIMITED TO KNOWN OR UNKNOWN INFECTIOUS AND/OR CONTAGIOUS DISEASES, KNOWN OR UNKNOWN EPIDEMICS AND/OR PANDEMICS, KNOWN OR UNKNOWN INTENTIONAL AND/OR NEGLIGENT FAILURE TO QUARANTINE WITHOUT REGARD TO DECLARATIONS MADE OR NOT MADE BY FEDERAL AND/OR LOCAL AUTHORITIES, BODILY HARM, PARALYSIS, OR DEATH, INCLUDING ANY SUCH LOSSES, CLAIMS, OR INJURIES CAUSED OR RESULTING FROM THE SOLE AND ORDINARY NEGLIGENCE OF THRILLZ KOP RELEASEES.

MISREPRESENTATION AND FRAUD

_____ **(Initial Here)** I AGREE TO DEFEND AND INDEMNIFY EACH RELEASED PARTY FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, WHETHER ARISING, IN WHOLE OR IN PART, FROM MY AND/OR THE PARTICIPANT'S PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

INDEMNIFICATION

_____ **(Initial Here)** ON BEHALF OF MYSELF AND THE PARTICIPANT(S), I HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THRILLZ KOP RELEASEES FROM AND AGAINST ANY AND ALL LOSSES OR LIABILITY, CLAIMS, OBLIGATIONS, COSTS, DAMAGES, AND/OR EXPENSES, ARISING OUT OF MY OR THE PARTICIPANT'S ACCESS TO AND/OR USE OF THE THRILLZ KOP PARK, PREMISES, AND/OR ITS EQUIPMENT, ATTRACTIONS, AND ACTIVITIES INCLUDING, BUT NOT LIMITED TO ANY LOSSES OR CLAIMS CAUSED OR RESULTING FROM THE SOLE AND ORDINARY NEGLIGENCE OF THRILLZ KOP RELEASEES. INDEMNIFICATION HEREIN INCLUDES ANY AND ALL ATTORNEYS' FEES, COSTS, DAMAGES, AND/OR JUDGMENTS THRILLZ KOP RELEASEES INCUR.

ARBITRATION OF DISPUTES: TIME LIMIT TO BRING CLAIM: CHOICE OF LAW

_____ **(Initial Here)** I agree to arbitrate any and all disputes that arise relating to my and/or the Participant's use of THRILLZ KOP RELEASEES' facilities. I understand that, by agreeing to arbitrate any dispute as set forth in this section, I AM WAIVING MY RIGHT, AND HAVE THE ACTUAL AUTHORITY TO WAIVE THE RIGHTS OF THE PARTICIPANT(S) TO MAINTAIN A LAWSUIT IN A COURT OF LAW AGAINST THRILLZ KOP RELEASEES FOR ANY AND ALL CLAIMS COVERED BY, RELATED TO, OR ARISING FROM THIS AGREEMENT AND ACCESS TO THE THRILLZ KOP PREMISES. BY AGREEING TO ARBITRATE, I UNDERSTAND ON BEHALF OF MYSELF AND THE PARTICIPANT(S) THAT WE WILL NOT HAVE THE RIGHT TO HAVE CLAIMS DETERMINED BY A JURY. ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO ACCESS TO AND/OR USE OF THE THRILLZ KOP PARK, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE DETERMINED BY ARBITRATION IN THE COUNTY OF THE THRILLZ KOP PARK, PENNSYLVANIA, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS RULE 16.1 EXPEDITED ARBITRATION RULES AND PROCEDURES. IF NO JAMS OFFICE IS LOCATED WITHIN 100 MILES OF THE THRILLZ KOP PARK, I, AND/OR THE PARTICIPANT(S) AND THE THRILLZ KOP RELEASEES SHALL WORK COLLECTIVELY TO SELECT AND UTILIZE A SIMILAR AND MUTUALLY AGREEABLE ARBITRATION PROVIDER. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to choice of law principles. Notwithstanding the provision with respect to the applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Sec. 1-16). I understand and acknowledge that the JAMS Arbitration Rules to which I agree are available online for my review at jamsadr.com, and include JAMS Comprehensive Arbitration Rules & Procedures; Rule 16.1 Expedited Procedures; and Policy On Consumer Minimum Standards Of Procedural Fairness.

PHOTO/VIDEO/SOCIAL MEDIA WAIVER

In connection with my and the Participant's use of the Thrillz KOP, I consent to the recording of the Participant's and my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means ("Recordings"). I, on behalf of myself and all Participant(s), hereby consent to and authorize the Thrillz KOP Releasees to use, without compensation, in perpetuity, such Recordings, as well as the Participant(s) name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing any Thrillz KOP Park. On behalf of myself and the Participant(s) I further agree that the foregoing includes the consent to use the Participant's and/or my physical likeness in any form, and any and all claims in connection with the Recordings are hereby waived.

_____ **(Initial Here)** I HAVE CAREFULLY READ EACH AND EVERY PARAGRAPH IN THIS DOCUMENT AND I AND THE PARTICIPANT(S) AGREE TO BE BOUND BY THE TERMS STATED HEREIN, INCLUDING THE RELEASE OF LIABILITY CONTAINED THEREIN. I have had sufficient opportunity to read this document. If I had any questions about this document, I have had an opportunity to ask them of Thrillz KOP Releasees and have done so. I have read this document, understand this document, and agree to be bound by its terms. I understand that employees working at the Thrillz KOP Park, including the manager, do not have the authority to waive any provision of this Agreement. This Agreement constitutes and contains the entire agreement between Thrillz KOP Releasees and the Participant(s) relating to the use of the Thrillz KOP Park. There are no other agreements, oral, written, or implied, with respect to such matters. I and Participant(s) agree that if any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in full force. All terms above are included in this Agreement regardless of whether the provisions set forth above were initialed by the signatory below.

IN SUMMARY, BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT IF I OR ANY OF THE PARTICIPANT(S) ARE INJURED IN ANY WAY, THIS WAIVER PREVENTS AND PROHIBITS ANY RECOVERY OF MONEY FROM THRILLZ KOP RELEASEES. I FURTHER ACKNOWLEDGE THAT I AND THE PARTICIPANT(S) HAVE AGREED TO ARBITRATE ANY DISPUTE AND WAIVE THE RIGHT TO HAVE A JURY OR A JUDGE RESOLVE ANY SUCH DISPUTE.

I understand and agree that if any part or section of this Agreement is found to be invalid or unenforceable by a Court of Law or Arbitration panel, that all other sections and terms of the Agreement remain in full force and effect.

PARTICIPANT NAME	DATE OF BIRTH

(Initial Here) By signing below, I represent that **I am 18 years of age or older.** I warrant that I am the parent or legal guardian, of the above-listed minor child(ren) and/or that **I have actual authority to execute this Agreement on the behalf of all listed Participant(s) whose names I have provided.** I am entering into this Agreement on behalf of myself, the Participant(s), and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through such person or persons. **I agree to this Thrillz KOP Agreement and confirm I've been given enough time to read it and understand that it contains important terms about my access and use of the Thrillz KOP Park like limiting Thrillz KOP Releasees' liability and my agreement on how disputes will be handled.**

Parent/Legal Guardian/Participant's Signature (if 18 or older) **Date:** _____

Parent/Legal Guardian/Participant Information (if 18 or older)
Please Print Clearly Using Blue or Black Ink.

Signer First Name	Signer Last Name		Signer Birth Date	
Street Address		City	State/Province	Zip/Postal Code
Phone Number			Email Address	

Check box if you would like to receive free email promotions and discounts to the email address provided above, I may unsubscribe from emails at any time.