

Participant Release and Waiver of Liability**Adult/Minor**

2 Commercial Drive

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PLEASE READ CAREFULLY!**THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!**

This Participant Release and Waiver of Liability ("Release") is executed on this ____ day of _____, 20____, by _____, ("Participant"), in favor of Bumpers Sports Simulator & Entertainment, owned and operated by JB Mohr, LLC, a Minnesota limited liability company, ("Bumpers"), and its directors, officers, trustees, employees, volunteers, and agents (collectively, "Released Party").

I, the Participant, desire to use the building located at 4 Commercial Drive, Morris, MN 56267, and the contents thereof, including, but not limited to, the sports simulator and its related equipment and components, (collectively, "Premises"), for entertainment and recreational purposes ("Activities").

I, the Participant, understand that my use of the Premises and my Activities may be hazardous to me, including, but not limited to, the possibility of personal injury, bodily injury, illness, disability, property damage or loss, or death.

I, the Participant, hereby freely, voluntarily and without duress execute this Release under the following terms:

Release and Waiver. In consideration of and in order to be allowed to use the Premises and participate in the Activities, I, the Participant, do hereby release and forever discharge and hold harmless the Released Party and its successors and assigns from any and all liability, claims, demands, costs and damages of any kind, whether arising from tort, contract or otherwise, which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue, arise from, or are in any way related to my use of the Premises or my Activities, including but not limited to personal injury, bodily injury, illness, disability, property damage or loss, or death, whether caused wholly or in part by the simple negligence, fault or other misconduct of the Released Party or of other participants, other than their intentional or grossly negligent conduct. I attest and certify that I am physically fit and in a physical condition compatible with the safe use of the Premises and participation in the Activities, and that I have not been advised otherwise by a health care professional. I understand and acknowledge that by this Release I knowingly assume the risk of injury, harm and loss associated with the Activities. I also understand that the Released Party does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of personal injury, bodily injury, illness, disability, property damage or loss, or death.

Insurance. I, the Participant, understand that, except as otherwise agreed to by the Released Party in writing, the Released Party is under no obligation to provide, carry or maintain health, medical, disability or other insurance coverage for any participant. Each participant is expected and encouraged to obtain their own health, medical, disability or other insurance coverage. I understand that I am and remain responsible for payment of such hospital, physician, ambulance, dental, medical or other services obtained for me or my child. I agree that the Released Party does not assume any responsibility for the payment of such fees or expenses which may be incurred. If I have health insurance, I understand my personal health insurance is my primary coverage.

Damage to Premises. I, the Participant, agree to be personally liable for any and all damage to the Premises, specifically the building and the contents thereof, including, but not limited to, the sports simulator and its related equipment and components, caused by me.

Photographic/Recording Release. I hereby grant and convey unto the Released Party all right, title and interest in any and all photographs and video/audio/electronic recordings of me, including as to my name, image and voice, made by or on behalf of the Released Party during my use of the Premises and my Activities, including, but not limited to, the right to use such materials for any purpose and to any royalties, proceeds or other benefits derived from them. I understand that I will not have any ownership interest in or to such photographs, images and/or recordings, I have not been provided or promised any compensation to me, and I hereby waive any rights, privileges or claims based on any right of publicity, privacy, ownership or any other rights arising, relating to or resulting from the photographs, images and/or recordings. I understand and agree that this paragraph also applies to my minor child(ren) who is/are participating in the Activities.

Immediate and Perpetual Effect. I, the Participant, agree that this Release is effective immediately and extends into the future and covers and applies to each and every, any, and all of my uses of the Premises and engagement in the Activities, including any return, future, or repeat use.

Other. I expressly agree that this Release is intended to be as broad and inclusive as permitted by state law. I further agree that in the event any clause or provision of this Release is held invalid by any court of competent jurisdiction, the invalidity of such clause or provision

shall not otherwise affect the remaining clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release by the Released Party does not prevent the exercise of any other right.

I have carefully considered my decision and the benefits and risks involved, and I hereby give my informed consent to participate in all Activities. I have read and understand this Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to the above provisions. It is my intent to bind my heirs, next of kin, assigns and legal representative.

PARTICIPANT (please print): _____

Signature: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: (C) _____ (H) _____

Date of Birth: _____ Email: _____

IMPORTANT:

- If the Participant is less than 18 years of age, all parents or guardians must also sign this Release and Waiver of Liability.
- If only one parent or guardian executes this Release on behalf of a Participant who is less than 18 years of age, then the undersigned parent or guardian of the Participant hereby covenants, warrants, represents and agrees that they are executing this Release on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Participant, and that by executing this Release, the undersigned is binding themselves, the Participant, and any other parent or guardian of the Participant, and all of their heirs, executors, personal representatives, assigns and estates to this Release.
- If the Participant is less than 18 years of age, the Participant must be accompanied by at least one (1) person who is 18 years or more of age while using the Premises and engaging in the Activities.

Name of Participant Under 18 Years of Age: _____

Date of Birth: _____

SIGNATURE OF PARENT/GUARDIAN SIGNING ON BEHALF OF THE ABOVE MINOR:

I have carefully considered my decision, the benefits and risks involved and hereby give my informed consent, on behalf of the above listed minor child, for them to use the Premises and participate in the Activities. I have read and understand the above terms, any questions of mine have been answered, and I voluntarily agree to all such provisions. It is my intent to bind my and the minor's heirs, next of kin, assigns, and legal representatives.

I, _____, am the parent or legal guardian having custody of a child who is less than 18 years of age and who will be using the Premises and engaging in the Activities. I authorize and consent for the minor child to use the Premises and engage in the Activities.

I have read and understand the above Parent/Guardian Authorization, any questions of mine have been answered, and I voluntarily agree to all such provisions.

PARENT/GUARDIAN (please print): _____

Signature: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: (C) _____ (H) _____

PARENT/GUARDIAN (please print): _____

Signature: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: (C) _____ (H) _____