



COA XTREME ADULT AND CHILD PARTICIPANT WAIVER

PARTICIPANT WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND ASSUMPTION OF RISK AGREEMENT

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS. DO NOT EXECUTE THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY AND UNDERSTAND ITS CONTENTS. INHERENTLY RISKY RECREATIONAL ACTIVITIES MAY RESULT IN SERIOUS INJURY OR DEATH.

This Participant Waiver, Release of Liability, Indemnification, and Assumption of Risk Agreement (hereinafter "Agreement") is entered into by the undersigned adult (the "Adult Participant") and, if any minors are named below, the Adult Participant on behalf of and as the parent or legal guardian for each such minor child identified below (each a "Child Participant", collectively with the Adult Participant, each a "Participant") in favor of Children of America Wethersfield II, LLC (hereinafter "COA Xtreme").

THE PARTIES ACKNOWLEDGE AND AGREE THAT:

1. NATURE OF THE ACTIVITIES:

COA Xtreme operates a recreational facility offering activities including, but not limited to, trampoline jumping, dodgeball, tumbling, foam pit jumping, ninja warrior course, climbing wall, arcades, and other adventure activities (collectively "Activities").

2. ASSUMPTION OF RISK:

Participation in the Activities entails known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to property. Such risks include equipment malfunction, improper use of equipment, slips, falls, collisions with other participants, and exposure to communicable diseases. These risks cannot be eliminated without jeopardizing the essential qualities of the activity.

Each Participant, individually, and in the case of a Child Participant by and through such Participant's parent or legal guardian, knowingly, voluntarily, and intelligently accepts and assumes responsibility for each and every risk and danger that could arise out of or occur during use of the facility, including travel to and from the facility.

3. VOLUNTARY PARTICIPATION:

Each Participant, individually, and in the case of a Child Participant by and through such Participant's parent or legal guardian, acknowledges that their participation is purely voluntary and not the product of any duress, coercion, or undue influence. Use of the facility is intended solely for recreational enjoyment.

4. FITNESS TO PARTICIPATE:

Each Participant, individually, and in the case of a Child Participant by and through such Participant's parent or legal guardian, represents and warrants that they are in good health and proper physical condition to engage in the Activities. They have no physical, mental, or cognitive disabilities that may affect their ability to participate. They are not under the influence of alcohol, illicit drugs, or medications that may impair their ability to participate safely.



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5. RELEASE AND INDEMNIFICATION:

To the fullest extent permitted by law, each Participant, individually, and in the case of a Child Participant by and through such Participant's parent or legal guardian, releases, waives, discharges, and covenants not to sue COA Xtreme, its officers, directors, employees, agents, and affiliates from any and all liability for any injuries, damages, or losses incurred as a result of participation in the Activities, including travel to and from the facility. This release includes any claims based on negligence, strict liability, or other acts or omissions of COA Xtreme.

6. FUTURE DAMAGES:

This Agreement applies to any and all injuries, damages, and losses that may result, although now unanticipated, unexpected, and unknown, as well as any and all injuries, damages, and losses which may immediately develop and become known or anticipated.

7. VIDEO, PHOTO, AND IMAGE RELEASE:

Each Participant, individually, and in the case of a Child Participant by and through such Participant's parent or legal guardian, grants COA Xtreme the exclusive right and permission to use all media captured on the premises, including security footage, photographs, and videos, for all purposes including publication in printed and electronic formats, internet websites, advertisements, and other promotional uses.

8. PANDEMIC CLAUSE:

Each Participant, individually, and in the case of a Child Participant by and through such Participant's parent or legal guardian, acknowledges the contagious nature of COVID-19 and voluntarily assume the risk that they and their child(ren) may be exposed to or infected by COVID-19 by attending the facility. They release COA Xtreme from any and all claims, liabilities, or expenses arising from such exposure or infection.

9. DISPUTE RESOLUTION:

Each Participant, individually, and in the case of a Child Participant by and through such Participant's parent or legal guardian, agrees that any and all claims arising from or related to participation in the Activities by Participant(s) shall be subject to mediation as a condition precedent to binding dispute resolution. If mediation fails, disputes will be settled by binding arbitration administered by the American Arbitration Association (AAA).

10. CHOICE OF LAW:

The laws of the state in which the facility is located shall apply to the interpretation of this Agreement.

11. ATTORNEY FEES AND COSTS:

In the event that any claim, suit, or action is instituted under or in relation to this Agreement, the prevailing party shall be entitled to recover all reasonable fees, costs, and expenses from the losing party.

12. INTERPRETATION AND SEVERABILITY:

This Agreement is intended to be interpreted as broadly and inclusively as permitted by law. If any term, condition or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect.



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13. SUBSEQUENT VISITS:

This Agreement shall apply with equal force and effect to all of the Participants' present and future visits to and use of the facility.

ACKNOWLEDGEMENT

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING BELOW, I AM GIVING UP SUBSTANTIAL RIGHTS AND DO SO VOLUNTARILY. I FURTHER REPRESENT AND WARRANT THAT I HAVE AUTHORITY TO SIGN ON BEHALF OF EACH IDENTIFIED CHILD PARTICIPANT.

****Adult Participant:****

Name: _____

Signature: _____

Date: _____

****Child Participant(s):****

Name(s): _____

DOB: _____