

**FLIP N OUT LLC (Trampoline Games) and
WAREHOUSE WARS, LLC (Laser Tag)
ROCK N OUT/ZIP IT, LLC (Climbing wall and zip line)
PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of Flip N Out, LLC, a Nevada limited liability company (hereafter "FNO"), and Warehouse Wars, LLC, a Nevada limited liability company (hereafter "WW"), and Rock N Out/Zip It, LLC, a Nevada limited liability company (hereafter "RNO") their agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify, and discharge FNO, WW, and RNO on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. **I ACKNOWLEDGE THAT MY PARTICIPATION IN A FNO TRAMPOLINE GAME OR WW LASER TAG GAME OR RNO CLIMBING WALL OR ZIP LINE ACTIVITIES ENTAILS KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, DEATH, OR DAMAGE TO MYSELF, TO PROPERTY, OR TO THIRD PARTIES, I UNDERSTAND THAT SUCH RISKS SIMPLY CANNOT BE ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL QUALITIES OF THE ACTIVITY.**

The risks include, among other things: FNO trampolines, WW laser tag, and RNO climbing wall and zip line entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity, such as the risk of cuts and bruises. Other more serious risks exist as well. Participants can fall off equipment or structures, sprain or break wrists, ankles and legs, and can suffer more serious injuries as well. Traveling to and from trampoline or laser tag or climbing wall or zip line locations raises the possibility of any manner of transportation accidents. Participants can fall on each other resulting in broken bones and other serious injuries. Double bouncing (more than one person per trampoline) can create a rebound effect causing serious injury. Flipping and running and bouncing off the walls is dangerous and can cause serious injury and must be done at the participants' own risk. WW's laser tag activities include stairs, elevated platforms or structures, and electronic devices. RNO's rock climbing wall and zip line includes harnesses, climbing gear and cables. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense. Furthermore, FNO, WW and RNO employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's health or abilities or other limitations. Without all the material information, our staff may be unable to give complete warnings or instructions, and the equipment, being used might malfunction.

2. I expressly agree and promise to accept and knowingly assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FNO and WW and RNO from any and all claims, demands, or causes of action, which are in any way connected with my participation in FNO or WW or RNO activities or my use of FNO's or WW's or RNO's equipment or facilities including any such claims which allege negligent acts or omissions of FNO or WW or RNO.
4. Should FNO or WW or RNO or anyone acting on their behalf, be required to incur attorneys fees and costs to enforce this agreement, I agree to indemnify and hold FNO or WW or RNO harmless for all such fees and costs. In addition, in the event I cause an injury or accident while engaged in an FNO or WW or RNO activity at the premises of FNO or WW or RNO, either through my actions or my failure to act, then in that event, I agree to indemnify, defend and hold FNO and WW and RNO harmless from and against any and all liability, claims, demands, suits, counterclaims, third party claims or other matters, regardless of where or how raised, and regardless of whether I dispute my own liability or that of FNO or WW or RNO for any such claims.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have,
6. In the event that I file a lawsuit against FNO or WW or RNO, I agree to do so solely in the state of Nevada, and I further agree that the substantive law of Nevada shall apply in that action without regard to the conflict of law rules of any state. 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.

**PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of the below mentioned Minor, being permitted by FNO or WW or RNO to participate in its activities and to use their equipment and facilities. I further agree to indemnify and hold harmless FNO and WW and RNO from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Minor Name _____	Minor Name _____
Minor Name _____	Minor Name _____
Minor Name _____	Minor Name _____



(Parent/Guardian **INITIALS**) I further certify that I am the parent or legal guardian of the Minor(s) on this agreement.

By signing this document, I have provided information showing that I am over 18 years of age, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against FNO and WW and RNO on the basis of any claim from which I have released them herein, I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

PRINT NAME _____ Phone _____

SIGNATURE _____ Date _____

I further grant FNO and WW and RNO the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/wards' name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.