



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

2660 Grand Island Blvd
Grand Island, NY 14072
(716) 775-0180

Customer Information:

Form with fields for Name (First, Middle Initial, Last), Phone, and Email.

In consideration of being allowed to enter the Premises (hereinafter defined as property owned, leased, or otherwise occupied by Grand Island Fun Center Inc., its directors, officers, agents, employees, and assigns ((hereinafter collectively referred to as "the Company")), participate in any activity or service offered by the Company at the Premises, such as, but not limited to, go karts, laser tag, mini golf, batting cages, and arcade (each an "Activity" and collectively the "Activities"), or be permitted to enter for any purpose a Restricted Area of the Premises (hereinafter defined as an area which requires express pre-authorization from the Company to enter), the undersigned (hereinafter the "Participant") hereby acknowledges, understands, and agrees to the terms of this Agreement and forever indemnifies, releases, and discharges the Company on behalf of Participant, Participant's heirs, agents and assigns, as follows:

- 1. Participant hereby forever RELEASES, WAIVES, AND DISCHARGES FROM LIABILITY, AND COVENANTS NOT TO SUE THE COMPANY FOR, ANY AND ALL LOSS, DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, AND ANY CLAIM OR DEMAND ARISING OUT OF OR RELATED TO THE PREMISES, AN ACTIVITY, OR ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE ALLOWABLE UNDER LAW.
2. Participant acknowledges and agrees that Participant's participation in an Activity is completely voluntary and poses risks and dangers, which could result in bodily injury, partial and/or total disability, paralysis, and death.
3. INJURIES MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS, PROCEDURES, OR MEDICAL TREATMENT. Medical assistance and cost is at Participant's own direction and expense.
4. Participant acknowledges and agrees that entering, for any purpose, into any Restricted Area is at Participant's own risk.
5. Prior to participating in an Activity, Participant agrees to inspect the facilities and equipment to be used, and if Participant suspects anything to be unsafe, Participant will immediately advise Company of such condition and refuse to participate.
6. Participant agrees to defend, indemnify and hold harmless Company from and against any and all liability, loss, expense, including attorneys' fees, or claims for injury or damages of any kind or nature, including but not limited to: (i) any personal or bodily injury, death, or property damage arising out of in on any way related to the Premises or any Activity; (ii) any claim that any personal property or equipment is damaged, destroyed, stolen, or missing; (iii) any third party claim arising out of or in connection to this Agreement; and (iv) failure arising out of Company's performance of this Agreement.
7. The forgoing release, waiver and indemnity language is intended to be as broad and inclusive as is permitted by the law of the State of New York.
8. The provisions of this Agreement are independent of and separable from each other, and no provisions shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

I ACKNOWLEDGE THAT I HAVE READ AND HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS REGARDING, THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND AND AGREE TO ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME, AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

\*Must be over the age of 18.