



MINOR PARTICIPANT
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 Minor Name (First, Middle Initial, Last), Parent/Guardian Name (First, Middle Initial, Last), and Phone ( , ) and Email.

In consideration of the above-named minor (hereinafter the "Participant") 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 authorization from the Company to enter), the undersigned (hereinafter the "Parent/Guardian") hereby acknowledges, understands, and agrees to the terms of this Agreement and forever indemnifies, releases, and discharges the Company on behalf of him/her/themself, Participant, Participant's heirs, agents and assigns, as follows:

- 1. Parent/Guardian hereby forever RELEASES, WAIVES, AND DISCHARGES FROM LIABILITY, ON BEHALF OF HIM/HER/THEMSELVES, PARTICIPANT, 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.
2. Parent/Guardian 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. Examples of risks and dangers include: illness, common cold, influenza, COVID-19, pandemic-related illness, foodborne illness, slips and falls, burns, hair loss, bruises, sprains, strains, fractures, muscle soreness, nerve damage, musculoskeletal injuries including head neck, shoulders and back, cuts, lacerations, injuries to internal organs, concussions, emotional and psychological impairments, and loss, theft, or damage to personal property or equipment, and other injuries and loss. There may be additional risks and dangers not presently known, but which a reasonably prudent person could expect in association with an Activity, or Participant's participation in same. Parent/Guardian acknowledges and agrees that Company is not liable for the negligence, misconduct, actions, or failure to act of Company, other participants, or other individuals. Parent/Guardian further agrees that, except in the case of Company's own direct gross negligence, or intentional acts of willful or reckless conduct, Parent/Guardian will not, in any circumstances, hold Company liable for any act, failure to act, or negligence which does not meet these limited exceptions. Company's liability shall be limited to proven damages not exceeding amounts paid by Parent/Guardian for Participant to participate in the Activity giving rise to Participant's claim.
3. INJURIES MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS, PROCEDURES, OR MEDICAL TREATMENT. Medical assistance and cost is at Parent/Guardian's own direction and expense.
4. Parent/Guardian acknowledges and agrees that entering, for any purpose, into any Restricted Area is at Participant's own risk. If Participant suspects any Restricted Area to be unsafe, Participant agrees to immediately advise the Company, and leave the Restricted Area.
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. Parent/Guardian understands and agrees that it will instruct Participant that, if at any time Participant feels anything may pose a risk, danger, or feel unsafe to proceed, Participant must immediately take all precautions to avoid the unsafe area and/or REFUSE TO PARTICIPATE further. If Participant ignores Company's posted warning signs and instructions, such as, but not limited to, neglecting to tie back hair while riding go karts or participating in other Activity where hair tangling and/or loss can be a risk, or using Participant's own helmet in the batting cages which does not provide recommended protection including a face shield, Parent/Guardian expressly acknowledges and agrees that Company will not be liable for any damage or injury suffered by Participant as outlined in this waiver.
6. Parent/Guardian 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. In the event a party brings a claim on behalf of Participant against Company, Parent/Guardian agrees to pay Company for any and all costs incurred by Company in defending same, including, but not limited to, reasonable attorneys' fees.
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. This Agreement shall be deemed to have been made and executed in the State of New York, United States. Any dispute shall be resolved in accordance with the laws of New York, without reference to its conflict of law principles. Any dispute relating to this Agreement shall be handled exclusively to the jurisdiction of the courts of Erie County, 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. Any modifications or amendments to this Agreement must be made in writing and signed by authorized signatory of Company. This Agreement may be executed in counterparts, and each of such counterparts shall be for all purposes deemed an original; provided that all such counterparts shall together constitute but one and the same Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

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. I FURTHER ACKNOWLEDGE AND AGREE THAT I HAVE THE AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF THE ABOVE-NAMED MINOR PARTICIPANT, AND AGREE TO BE HELD LEGALLY RESPONSIBLE FOR SAME.

Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_
Parent/Guardian of Minor Participant \*Must be over the age of 18.