

**ASSUMPTION OF RISK, INDEMNIFICATION AGREEMENT, PHOTO/VIDEO RELEASE, AND WAIVER OF LIABILITY**

\*\*\*\*\*READ BEFORE SIGNING\*\*\*\*\*

**THIS AGREEMENT IS SUBJECT TO ARBITRATION**  
**PURSUANT TO S.C. CODE ANN. §15-48-10, ET SEQ. AS MODIFIED HEREIN**

A COMPLETED WAIVER IS REQUIRED TO PARTICIPATE WITH NO EXCEPTIONS  
WAIVER MUST BE SUBMITTED AND SIGNED BY AN ADULT 18 or older

ZAPZ FUN ZONE, LLC (hereinafter "ZAPZ") is an indoor/outdoor entertainment company providing fun and fitness-related recreational activities for children and adults. We provide fun activities including, but not limited to, outdoor laser tag.

Participant safety as a top priority and ZAPZ feels it is important that you understand that there is a risk of injury in all physical activity. ZAPZ takes great care to reduce the risks associated with our activities; nevertheless, regardless of the care taken to provide safe activities and to avoid injuries, all risk of injury can never be totally eliminated. A few examples of the inherent risks include, but are not limited to: being kicked; collisions with other children, adults or stationary objects; falls; participant failure to adhere to posted rules or warnings; carelessness; erratic, or negligent acts by co-participants, attending parents and other adults supervisors; excited children (running into others, swinging objects carelessly, playing in a reckless manner); unexpected equipment failure; unknown facility hazards or defects; errors in judgment by ZAPZ' personnel or volunteers (i.e., misjudging participant ability or fitness level). In addition: parents, guardians, and other adults accompanying the children, whether or not such adults are participating in or simply observing play, face inherent risks (e.g. collisions with children or other adults) that can result in minor or serious injuries. For the safety of its guests, ZAPZ may have video surveillance cameras throughout the premises, and you and any accompanying children may be filmed for the duration of your visit.

ZAPZ feels that it is important that you understand that injuries can occur. Children can occasionally suffer minor discomfort from headaches, sprains, abrasions, minor cuts, bruises and may be a little sore the next day. In addition, on rare occasions, more serious injuries such as broken bones, joint injuries, concussions, paralysis, heart attack, or even death can also occur.

**ASSUMPTION OF INHERENT RISKS:** I assert that I have been reminded and understand that all activities of ZAPZ include inherent risks that cannot be totally eliminated regardless of the care taken by ZAPZ, I understand and appreciate the types of injuries inherent in ZAPZ' activities, including the risk, hazards and danger of personal injury, property damage, wrongful death, loss of services, disability, and/or death, and have explained them to any children in my care. I hereby assert that the participation of any children in my care is voluntary and, by the execution of the Agreement, I (on behalf of myself and any children in my care), knowingly assume all inherent risks of injury on behalf of myself and any children in my care while on ZAPZ' premises, and I, do hereby surrender any waive any rights to sue or exercise any legal right to seek damages against ZAPZ, including all owners, members, officers, employees, volunteers, independent contractors, agents, equipment suppliers, and owners/operators of all venues (hereby referred to at the Protected Parties).

**WAIVER OF LIABILITY:** In consideration of permission for the undersigned and/or any children in my care to participate in ZAPZ activities, or for my observation of children in the care of other adults, as applicable, today and on all future dates, I, on behalf of myself, my spouse, heirs, children, executors, administrators, personal or legal representatives, successors and assigns (hereafter referred to as the Releasing Parties) do hereby waive, release, covenant not to sue and discharge the Protected Parties from any and all claims, demands, actions, damages, liability, cost or expense, of every name and nature, including attorneys' fees, which are related to or arise out of or are in any way connected to the participation or use by me or any children in my care of the equipment or facilities made available at ZAPZ, or my participation or that of any children in my care in any activities while on the ZAPZ premises, including, but not limited to, those arising from the ordinary negligence of the Protected Parties (this should not be construed to waive claims of gross negligence, reckless conduct, willful/wanton conduct or intentional acts). I specifically understand that I am releasing, discharging, and waiving any claims or actions that the Releasing Parties may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of ZAPZ on my own behalf and on behalf of the other Releasing Parties, including any children in my care.

This agreement applies to 1) personal injury (including wrongful death, loss of services, disability and/or death) to my children, to myself, or to my spouse from incidents or illnesses arising directly or indirectly from my children's participation in ZAPZ activities, including, but not limited to: parties, special events, and recreational play; while as a participant, observer or spectator; and individual use of all facilities, and to 2) any and all claims resulting from the damage to, loss of, or theft of property. This agreement applies to all facilities, equipment, and all other venues or premises including the associated sidewalks, restrooms, party rooms, and parking lots owned and/or operated by ZAPZ.

**PHOTO/ VIDEO RELEASE:** I also agree to permit ZAPZ to use my image and/or the image of any children in my care as described below. I understand that ZAPZ, is an entity that engages in promotional advertising. As such, articles, brochures, videos and websites may be used either promotionally or educationally and may include images of participants in ZAPZ activities. I hereby authorize and permit the use of my image and/or the image of any children in my care to be photographed, videotaped or otherwise recorded for use in ZAPZ' publicity or educational materials. These materials include, but are not limited to, photographs of events and activities, newsletters, various other publications, ZAPZ' internet webpage, Facebook and videos of events.

**INDEMNIFICATION:** I also agree to hold harmless, defend, and indemnify Protected Parties (that is, defend and pay any judgment and costs, including investigation costs, attorneys' fees, and related expenses) from any and all claims of Releasing Parties or others acting on behalf of any children in my care, arising from participation in ZAPZ' activities (including, but not limited to, those arising from the inherent risks of the activity or the ordinary negligence of Protected Parties).

I, further agree to hold harmless, defend, and indemnify ZAPZ against any and all claims of co-participants, rescuers, and others arising from the conduct of me of any children in my care in ZAPZ activities, and consent, on my behalf and on that of any children in my care, to being filmed by video surveillance for the duration of our visit to ZAPZ, and for ZAPZ to retain copies of any such surveillance of its records.

**CLARIFYING CLAUSES:** I hereby confirm and agree as follows:

- 1) The foregoing Assumption of Risk, Waiver of Liability, Indemnification Agreement, and Covenant Not to Sue is intended to be as broad and inclusive as is permitted by the laws of the State of South Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect. Prior to signing this Agreement, I have been provided with an opportunity to ask any and all questions that I had about the company, any facilities and programs at ZAPZ.
- 2) This agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire agreement between me and ZAPZ and that it cannot be modified or changed in any way by representation or statements by any agent or employee of ZAPZ.
- 3) This Agreement shall be governed by, constructed, and enforced in accordance with the laws of the State of South Carolina, County of Sumter.
- 4) Prior to pursuing legal action, I will engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of participation in ZAPZ, shall be submitted to binding arbitration. All arbitrations will be conducted in the State of South Carolina, County of Sumter or at another location mutually approved by such parties.

**Acknowledgements to Promote Participant Safety:** These affirmations aid ZAPZ in providing for the health and safety of this participant.

**Health Status:** The undersigned and affirms that the undersigned and/or children in his or her care:

- Possess no health problems or physical disabilities that would make participation unwise or risk injury.
- Understand that ZAPZ advises all participants to seek medical clearance prior to participation.
- Possess sufficient skills, experience in the activity, coordination, and fitness to safely participate.

**Medical Care:** The undersigned,

- Authorizes the use of first aid by ZAPZ if ZAPZ' staff deem it is needed.
- Authorizes the use of CPR if ZAPZ' staff deem it is needed.
- Authorizes the use of an Automated External Defibrillator (when available) should ZAPZ' staff deem it is needed.
- Agrees to assume all cost of emergency care and transportation.

**Rules and Safety:** The undersigned agrees:

- To explain ZAPZ' rules to any children in his and her care and instruct the children to follow them.
- To report all injuries (even minor injuries) so that ZAPZ may make a record of the injury.
- That ZAPZ has authority to halt any participation if it endangers others.
- That ZAPZ requires that a parent or legal guardian take an active role in supervising the children in their care during play.
- To monitor and supervise any children in my care during play.

**ACKNOWLEDGEMENT OF UNDERSTANDING:** I have read and understand this Agreement. Further, I assert that I have explained the risks of the activity to any children in my care and they understand this Agreement. I understand that I am giving up substantial rights, including my rights and the rights of any children in my care to sue for damages in the event of death or injury to the children or to me. I acknowledge that I am voluntarily signing this Agreement, and intend my signature to be a complete release of all liability, including that due to inherent risks or ordinary negligence by the Protected Parties, to the greatest extent allowed by the laws of the State of South Carolina.

I, certify that I am: (i) over 18 years of age, (ii) I am the parent or legal guardian of any children listed below and have the legal capacity and authority to enter into this Agreement on behalf of myself/such children, (iii) I have carefully read the foregoing paragraphs and (iv) and by my signature agree to be bound by the terms of this agreement.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Participant Name (Printed)

\_\_\_\_\_  
Event Name

\_\_\_\_\_  
Parent/Legal Guardian Signature (if applicable)

\_\_\_\_\_  
Parent/Legal Guardian Name (Printed)

\_\_\_\_\_  
Event Date

Date: \_\_\_\_\_