

# **Fun 'n' Stuff Amusements 661 East Highland Rd, Macedonia, OH, 44056**

## **PARTICIPANT RELEASE OF LIABILITY, ASSUMPTION OF RISK, & INDEMNIFICATION AGREEMENT**

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING.

I, the undersigned individual, desire to participate in the **Human Hamster Ball and/or Roller Skating Activity** and otherwise use the equipment and facilities offered by Fun 'n' Stuff Amusements Inc, including other attractions like the Eurobungy, Rock Climbing, Superhero Kid's World, Himalaya Coaster, Video Arcade, Medieval Madness Crazy Cars, Laser tag, and all other offered attractions. As consideration for the Company permitting me to participate in these Activities and use its equipment and facilities, I, on behalf of myself and my spouse, children, parents, heirs, assigns, personal representatives, and estate (collectively, "I"), agree to release, discharge, indemnify, defend, and hold harmless the Company and each of their respective agents, affiliates, owners, officers, members, participants, employees, landlords, and all persons or entities acting in any capacity on their behalf (collectively, "Releasees"), as follows:

1. **ACKNOWLEDGMENTS:** I acknowledge and certify: (i) I am at least 18 years old, do not have any medical or physical condition(s) that would preclude me from participating in any of the Activities, and am not intoxicated; (ii) I have read or otherwise been apprised of, and agree to comply with, all rules relating to my participation in the Activities, as well as any instructions from each Activity operator(s); and (iii) I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Activities, or else I agree to bear the costs of such injury or damage myself.
2. **ASSUMPTION OF THE RISKS:** I acknowledge and understand that participating in the Activities inherently entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to me, to property, or to third parties, including risks related to the negligence or fault of any Releasee. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the Activities. The risks include, among other things, falling, which could result in musculoskeletal injuries including head, neck, and back injuries, paralysis, or even death. **MY PARTICIPATION IN THE ACTIVITIES IS VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THE RISKS. ROLLER SKATING and HUMAN HAMSTER BALLS ARE PARTICULARLY RISKY WITH PARTICIPANTS HAVING ALMOST TOTAL CONTROL OF THEIR ACTIONS AND POSSIBLE INJURIES.**
3. **RELEASE OF LIABILITY AND INDEMNIFICATION:** I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, COSTS, EXPENSES, CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT I OR ANY THIRD PARTY MAY HAVE OR THAT MAY BE BROUGHT AGAINST ANY OF THE RELEASEES AS A RESULT OF ANY INJURY OR DAMAGE TO MY PERSON OR PROPERTY OR WHICH ARE IN ANY WAY CONNECTED WITH MY PARTICIPATING IN THE ACTIVITIES OR MY USE OF THE COMPANY'S EQUIPMENT OR FACILITIES, INCLUDING ANY CLAIMS BASED ON ANY NEGLIGENCE OR FAULT OF ANY RELEASEE, INVASION OF RIGHTS OF PRIVACY, VIOLATION OF RIGHT OF PUBLICITY, DEFAMATION, OR APPROPRIATION. WITHOUT LIMITING THE FOREGOING, I COVENANT AND AGREE TO WAIVE ANY CLAIM AND NOT TO INSTITUTE LEGAL PROCEEDINGS AGAINST ANY RELEASEE FOR ANY OF THE CLAIMS RELEASED IN THIS AGREEMENT.
4. **USE OF LIKENESS.** I understand that during the Activities and while I am otherwise using the Company's equipment and facilities I may be photographed or videotaped. To the fullest extent allowed by law, I waive all

rights of publicity and privacy and pre-approval that I have for any such likeness of me or use of my name and/or voice in connection with such likeness, and I grant to the Company and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.

5. **ARBITRATION OF DISPUTES; WAIVER OF JURY TRIAL; TIME LIMIT TO BRING CLAIM; AND CHOICE OF LAW:** The parties agree that **ANY AND ALL DISPUTES ARISING OUT OF THE ACTIVITIES, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL (i.e., the date of the alleged injury) AND BE DETERMINED BY ARBITRATION IN [INSERT JURISDICTION] BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY 'JAMS' PURSUANT TO ITS RULE 16.1 EXPEDITED RULES AND PROCEDURES. JUDGEMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.** This agreement shall be governed by and construed under the laws of Ohio, without regard to conflicts of law provisions. Notwithstanding the provision with respect to the applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Sec. 1-16). I understand and acknowledge that the JAMS Arbitration Rules to which I agree are available online for my review at [jamsadr.com](http://jamsadr.com), and include JAMS Comprehensive Arbitration Rule & Procedure; Rules 16.1 Expedited Procedures; and, Policy On Consumer Minimum Standards Of Procedural Fairness.
6. **SEVERABILITY.** The parties understand and agree that this agreement is intended to be as broad and inclusive as is permitted by applicable law, and that if any portion of this agreement is found to be void, invalid, or unenforceable, the remaining portions shall remain in full force and effect.

BY SIGNING BELOW, I AFFIRM THAT I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENT AND PURPOSES, AND VOLUNTARILY AGREE TO ALL THE TERMS SET FORTH ABOVE.

\_\_\_\_\_  Check here if 18 or older  
Participant's Printed Name

\_\_\_\_\_ Date  
Participant's Signature

**If under 18 years old:**

\_\_\_\_\_  
Parent or legal Guardian Printed Name

\_\_\_\_\_ Date  
Parent or legal Guardian Signature