

Date _____

EXTREME FUN CENTER

READ CAREFULLY BEFORE SIGNING

PARTICIPATION AGREEMENT, INCLUDING RELEASE AND WAIVER OF LIABILITY

1. NOTICE: THIS IS A LEGALLY BINDING CONTRACT. As a condition of my being permitted by Coming Attraction Theatres, dba Extreme Fun Center ("EFC"), to participate in all activities in the Full Facility that it offers, including any instruction that EFC provides, I agree to the following release and waiver of liability, and make the following representations.

2. REPRESENTATION OF LEGAL AGE: I am at least 18 years old and otherwise legally competent to sign this agreement. **IF YOU ARE UNDER THE AGE OF 18, THIS RELEASE MUST BE SIGNED BY YOUR PARENT OR GUARDIAN.**

3. REPRESENTATION OF ABILITY TO PARTICIPATE AND TO ABIDE BY INSTRUCTIONS. I am in good health and have no physical or mental limitations that would affect my ability to safely participate in Bumper Cars, Laser Tag, Car Racing, or any activity in the full facility. I am not under the influence of drugs or alcohol. I agree to pay attention to the state of any and all equipment that I use, and to promptly notify staff members if I do any damage, or notice any damage, to such equipment. I further agree to abide by any requests or instructions made by the staff of EFC and to promptly notify EFC in the event that I suffer any injury whatsoever while I am on these premises.

4. ASSUMPTION OF THE RISK: I hereby acknowledge the inherent risk involved in Bumper Car, Laser Tag Car Racing, and the Activities offered in the Full Facility. I understand that those risks include, but are not limited to: any injury incurred while exiting, entering, or being in or around any and all equipment used for these activities, actively using any bumper car, racing or laser tag equipment. I understand by participating in Laser Tag and Arcade activities, that I will be exposed to LED and laser lights which may cause seizures. I understand that I am advised not to participate in the Bumper Car, Laser Tag Car Racing, and Arcade Activities if I am pregnant, prone to seizures, under the influence, have a past or present heart condition, and/or broken or casted limbs. **I acknowledge that the above list does not describe all risks associated with these activities and I agree that the above list in no way limits the scope of the waiver and release of liability contained in this contract. I VOLUNTARILY ASSUME ALL SUCH RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGER AND RISKS INVOLVED.**

5. RELEASE AND WAIVER OF LIABILITY: AS A CONDITION OF EFC ALLOWING ME TO PARTICIPATE IN ITS BUMPER CAR, CAR RACING, LASER TAG, AND/OR ACTIVITIES OFFERED IN THE FULL FACILITY, I HEREBY KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE EFC, ITS SUCCESSORS, ASSIGNS, OFFICERS, MANAGERS AND EMPLOYEES FROM ANY AND ALL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO MY PARTICIPATION IN THE BUMPER CAR, CAR RACING, LASER TAG AND/OR ACTIVITIES OFFERED IN THE FULL FACILITY BY EFC, INCLUDING LIABILITY FOR ANY INJURY OR DEATH I SUFFER BECAUSE OF THE NEGLIGENCE OF EFC OR ITS EMPLOYEES, OR BECAUSE OF THE NEGLIGENCE OF OTHER PARTICIPANTS OR SPECTATORS. I FURTHER AGREE NEVER TO BRING A LAWSUIT AGAINST EFC, ITS SUCCESSORS, ASSIGNS, OFFICERS, MANAGERS OR EMPLOYEES, FOR ANY INJURY OR DEATH I MAY SUFFER BECAUSE OF THE NEGLIGENCE OF EFC OR ITS EMPLOYEES, OR BECAUSE OF THE NEGLIGENCE OF OTHER PARTICIPANTS OR SPECTATORS, ARISING OUT OF OR RELATED TO MY PARTICIPATION IN THE CAR RACING, LASER TAG AND/OR ACTIVITIES IN THE FULL FACILITY. THIS RELEASE IS EFFECTIVE AND BINDING UPON ME AND UPON MY ASSIGNS, REPRESENTATIVES, EXECUTORS AND ADMINISTRATORS. THIS RELEASE SHALL BE EFFECTIVE EVEN THOUGH ANY SUCH INJURY OR DEATH RESULTS FROM THE NEGLIGENCE OF EFC AND/OR THE OTHER PARTIES RELEASED.

6. ACKNOWLEDGEMENT: I UNDERSTAND THAT THIS WAIVER OF LIABILITY IS A CONTRACT. I EXPRESSLY STATE THAT I HAVE READ, UNDERSTAND AND AM FAMILIAR WITH ALL OF ITS PROVISIONS AND THAT I SIGN IT OF MY OWN FREE WILL AS A CONDITION OF BEING ALLOWED TO PARTICIPATE IN THE BUMPER CAR, LASER TAG AND/OR CAR RACING ACTIVITIES OFFERED BY EFC.

Participant's Printed Name _____

Participant's Signature _____ Date _____

Address _____ City _____ State _____ Zip _____

Home Phone _____ Work Phone _____ DOB _____

Driver License Number _____ State _____

TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR PARTICIPANT

I hereby state that I am the parent or legal guardian of the minor whose name appears below. The undersigned further warrants that if he or she is signing on behalf of another as a parent or guardian, that the undersigned has legal authority to do so, and agrees to indemnify, defend, hold harmless EFC from all claims brought by or on behalf of the person on whose behalf the undersigned is acting as parent or legal guardian.

I understand and consent and agree to the terms and provisions set forth in this release. I hereby waive and release EFC from liability for any injury or death that the minor named below suffers while he or she is on EFC's premises to participate in car racing or laser tag, even if such injury or death was caused by the negligence of EFC or of other participants or spectators.

Minor Participant's Printed Name _____

Address _____ City _____ State _____ Zip _____

Home Phone _____ Work Phone _____ DOB _____

Signature of Parent or Guardian _____ Date _____