

## LaneGlo Bowling Centers

### Ninja Warrior Course Customer Release of Liability and Assumption of Risk

In consideration of being permitted by LaneGlo Bowling Centers D.B.A. LaneGlo Bowl North (herein after collectively referred to as "LaneGlo Centers") to participate in its activities and to use its Ninja Warrior Course, equipment, Laser Tag and any and all other amusement activities within facility. I hereby agree to **release, indemnify and discharge LaneGlo Bowl**, its agents, owners, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the "RELEASED PARTIES"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in 'LaneGlo Centers' Ninja Warrior Course entails known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** Ninja Warrior Course entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Ninja Warrior Course exposes its participants to the usual risks of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists and ankles, and can suffer more serious injuries such as loss of balance, fatigue, dizziness, paralysis, quadriplegia, death, and/or physical and/or emotional injuries, including, but not limited to, sprains, strains, contusions, abrasions, fractures, scrapes, bumps, bruises, cuts, lacerations, soft tissue damage, dislocations, pinched fingers and/or nerves, and/or serious, crippling and/or disabling injuries to the face, arms, hands, legs, feet, head, back, shoulders, spine, spinal cord, neck, internal body parts and/or any other body parts. Traveling to and from Ninja Warrior Course location raises the possibility of any manner of transportation accidents. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense. Furthermore, LaneGlo Centers employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that LaneGlo Centers employees may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities.

2. I expressly agree and promise to accept and assume all of the risks existing in activities at LaneGlo Centers. My participation in activities at LaneGlo Centers is purely voluntary, and I elect to participate in spite of the risks.

**3. I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my or my child's participation in activities at LaneGlo Centers or my use of LaneGlo Centers equipment or facilities, including any such claims which allege negligent acts or omissions of RELEASED PARTIES. I understand that this perpetual release/waiver will apply to each and every occasion that I visit LaneGlo Centers.**

4. Should LaneGlo Centers or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

**5. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.**

6. In the event that I file a lawsuit against LaneGlo Centers, I agree to do so solely in the Pasco County, Florida and I further agree that the Substantive law of Florida shall apply in that action without regard to the conflict of the law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. I agree as an adult participant, or the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate at LaneGlo Centers, grant LaneGlo Centers, its parent subsidiaries, related and affiliated entities, officers, directors, partners, shareholders, employees, agents, successors and assigns, the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with LaneGlo Centers to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the Photograph and/or Recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind. All Photographs and/or Recordings are exclusive to LaneGlo Centers.

**8. I agree that if the participant is a minor, this Release of Liability and Assumption of Risk agreement is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian to bind the minor participant to this agreement.**

**9. I agree that if the participant is a minor, I further agree to defend, indemnify and hold harmless LaneGlo Centers from any and all claims or suits for personal injury, property damage or otherwise** which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of RELEASED PARTIES, except injuries or damages caused by the sole negligence or willful misconduct of the party seeking indemnity.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against LaneGlo Centers or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**A driver's license number is required for proof of age.**

Driver's License #

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Emergency Contact Name/Phone: \_\_\_\_\_

Relation: \_\_\_\_\_

**IF THE PARTICIPANT IS A MINOR READ and COMPLETE PAGE 2**

**ADDITIONAL MINOR'S RELEASE/WAIVER - PARENT OR GUARDIAN'S ADDITIONAL  
RELEASE/WAIVER (Applicable to all participants under the age of 18)**

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF LANEGLO CENTERS USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM LANEGLO CENTERS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND LANEGLO CENTERS HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM. Source: (Section 744.301, Florida Statutes)**

In addition to the terms, conditions, and acknowledgments contained in the above **PERPETUAL PARTICIPANT AGREEMENT, RELEASE/WAIVER AND ASSUMPTION OF RISK**, and in consideration of the below printed Minor being permitted by LANEGLO CENTERS to participate in its activities and to use its equipment and facilities, I further agree to perpetually release, indemnify, and hold harmless LANEGLO CENTERS and its agents and employees from any and all claims which are brought by, or on behalf of Minor, and are in any way connected to Minor's use of LANEGLO CENTER's premises, or participation in LANEGLO CENTERS activities, **including any such claims caused by, or alleged to be caused by, negligent acts or omissions of LANEGLO CENTERS.**

Signature of Parent/Legal Guardian:	Today's Date:
Print Name:	DOB (MM/DD/YY)  __ / __ / __
Relationship to Participant(s):	(father, mother, legal guardian etc.)
Minor Name:	DOB (MM/DD/YY)  __ / __ / __
Minor Name:	DOB (MM/DD/YY)  __ / __ / __
Minor Name:	DOB (MM/DD/YY)  __ / __ / __
Minor Name:	DOB (MM/DD/YY)  __ / __ / __
Minor Name:	DOB (MM/DD/YY)  __ / __ / __