



**Thrillz High Flying Adventure Park
5 Prindle Lane, Danbury CT 06811**

PARTICIPANT LIABILITY WAIVER, JURY WAIVER, AND AGREEMENT TO ASSUME RISK, DEFEND, INDEMNIFY, RELEASE, AND ARBITRATE ("Agreement")

Must also be completed for each participant under the age of 18

THIS DOCUMENT AFFECTS YOUR RIGHTS - READ CAREFULLY BEFORE SIGNING

By this Agreement, I voluntarily elect to use, and allow the minor child(ren) identified below and all minor children under my supervision, and any other individual identified below (referred to individually and collectively herein as "Participant(s)") to use, Thrillz High Flying Adventure Park facilities and equipment located at 5 Prindle Lane, Danbury, Connecticut ("Thrillz"). In consideration for being allowed enter the premises and/or use the facilities, equipment, and attractions at Thrillz, and any other services or activities provided by Thrillz or its employees or agents at Thrillz or any other location within the State of Connecticut, I, on behalf of myself and the Participant(s) identified below, represent acknowledge and agree as follows:

GENERAL RELEASE

I acknowledge and agree that this Agreement is intended to release from liability and provide other benefits, legal protections, and consideration to Thrillz, LLC dba Thrillz High Flying Adventure Park and their respective and collective agents, owners, operators, officers, managers, shareholders, affiliates (or any entity affiliated with Thrillz LLC), volunteers, participants, employees, insurers, third party administrators, claims adjusters, successors, predecessors-in-interest, sponsors, manufacturers, contractors, inspectors, trade associations, landlords, lenders and all other persons or entities acting in any capacity on their respective or collective behalf (collectively, "Thrillz Releasees").

ACKNOWLEDGEMENT OF POTENTIAL FOR INJURIES

I ACKNOWLEDGE AND AGREE ON BEHALF OF ALL PARTICIPANT(S) THAT THE USE OF ALL SERVICES, ATTRACTIONS AND EQUIPMENT ON THE PREMISES AT THRILLZ AND PARTICIPATING IN OR BEING IN PROXIMITY TO SAME IS INHERENTLY AND OBVIOUSLY DANGEROUS, AND THAT SUCH DANGERS CANNOT BE ENTIRELY REMOVED OR ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL QUALITIES OF THE ACTIVITY, WHICH, I AGREE ON BEHALF OF MYSELF AND ALL PARTICIPANT(S) ARE PURELY RECREATIONAL. I ACKNOWLEDGE AND AGREE ON BEHALF OF MYSELF AND ALL PARTICIPANTS THAT THE RISKS OF PARTICIPATION AND PROXIMITY INCLUDE SERIOUS PHYSICAL AND EMOTIONAL INJURY, PARALYSIS, DEATH, DAMAGE TO MYSELF, AND OTHERS, AND DAMAGE TO PERSONAL PROPERTY, AS WELL AS OTHER RISKS, BOTH KNOWN AND UNKNOWN.

LET US KNOW BEFORE YOU GO

IN THE EVENT OF INJURY, I, ON BEHALF OF MYSELF AND ALL PARTICIPANT(S) AGREE TO ALERT THRILLZ EMPLOYEES TO THE INJURY PRIOR TO LEAVING THE PREMISES. I, ON BEHALF OF MYSELF AND ALL PARTICIPANT(S) UNDERSTAND THAT SURVEILLANCE VIDEO – IF ANY – WILL NOT BE RETAINED PAST 30 (THIRTY) DAYS OF THE INJURY EVENT.

VOLUNTARY ASSUMPTION OF RISK

I, ON BEHALF OF MYSELF AND ALL PARTICIPANT(S), ACKNOWLEDGE AND AGREE THAT PARTICIPATION OR SPECTATORSHIP ON THE THRILLZ PREMISES IS VOLUNTARY AND AT OUR OWN RISK. WHILE THE SERVICES, ACTIVITIES AND ATTRACTIONS, INCLUDING, BUT NOT LIMITED TO ACCESS TO THE PREMISES AND USE OF THE FACILITIES, PARKING LOTS, RECEPTION, CONCESSIONS, WALKWAYS, STAIRS/RAMPS, PARTY ROOMS, RESTROOMS, ARE MONITORED GENERALLY BY THRILLZ EMPLOYEES, I ACKNOWLEDGE AND AGREE ON BEHALF OF MYSELF AND ALL

PARTICIPANT(S) THAT IT IS NOT REASONABLE TO EXPECT SUCH EMPLOYEES TO MONITOR THE ACTIVITIES AND ACTIONS OF ALL CUSTOMERS AT ALL TIMES. FURTHER, I UNDERSTAND THAT THE EQUIPMENT AT THRILLZ DANBURY COULD SUFFER FROM KNOWN OR UNKNOWN DEFECTS, AND I, ON BEHALF OF MYSELF AND ALL PARTICIPANTS VOLUNTARILY ASSUME ANY SUCH RISK. EQUIPMENT USED IN THE ATTRACTIONS OR OTHER ACTIVITIES OR APPARATUSES MAY BREAK, FAIL OR MALFUNCTION DESPITE REASONABLE MAINTENANCE AND USE. SOME OF THE EQUIPMENT USED IN ACTIVITIES MAY INFLICT INJURIES EVEN WHEN USED AS INTENDED. PERSONS USING EQUIPMENT MAY LOSE CONTROL OF SUCH EQUIPMENT, OR THEMSELVES, AND CAUSE INJURY TO THEMSELVES AND TO OTHERS. I UNDERSTAND THAT SUCH RISKS SIMPLY CANNOT BE COMPLETELY ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL QUALITIES OF THE ACTIVITY. BY SIGNING THIS AGREEMENT, I TAKE FULL RESPONSIBILITY FOR MY OWN ACTIONS AND HEALTH, ALONG WITH THE ACTIONS AND HEALTH OF THE PARTICIPANT(S). I ACKNOWLEDGE AND AGREE THAT THE ACTIONS OR ACTIVITIES OF OTHER CUSTOMERS OR THE ACTIONS OR INACTIONS OF THRILLZ EMPLOYEES COULD CAUSE ME OR THE PARTICIPANT(S) SIGNIFICANT BODILY INJURY (AS DESCRIBED ABOVE), AND THAT THRILLZ RELEASEES ARE NOT RESPONSIBLE FOR THE ACTIONS OR ACTIVITIES OF CUSTOMERS USING THE THRILLZ DANBURY OR NEGLIGENCE OF ITS EMPLOYEES IN SUPERVISING THRILLZ DANBURY OR ITS USAGE, INCLUDING ACTIONS, ACTIVITIES, OR OMISSIONS THAT RESULT IN ANY SUCH HARM OR INJURY.

AGREEMENT TO PAY MY OWN MEDICAL EXPENSES

ON BEHALF OF MYSELF AND OTHER PARTICIPANT(S), I ACKNOWLEDGE, ACCEPT, AND ASSUME THE RISK OF ANY AND ALL MEDICAL CONDITIONS, LIMITATIONS, OR DISABILITIES (WHETHER TEMPORARY OR PERMANENT) THAT I OR THE PARTICIPANT(S) POSSESS, WHETHER KNOWN OR UNKNOWN, THAT COULD CONTRIBUTE TO OR EXACERBATE ANY INJURY I OR THE PARTICIPANT(S) MAY SUFFER AS A RESULT OF USING THE THRILLZ PARK OR ANY OF ITS ATTRACTIONS OR EQUIPMENT. IF MEDICAL ASSISTANCE OF ANY FORM (INCLUDING EMERGENCY CARE, HOSPITALIZATION, OUT-PATIENT CARE, COUNSELING, AND/OR PHYSICAL THERAPY) IS REQUIRED OR PERFORMED AS A RESULT OF ANY INJURY I OR THE PARTICIPANT(S) SUFFER AT THRILLZ, SUCH ASSISTANCE SHALL BE AT MY OWN EXPENSE. I warrant and represent that I and all Participant(s) have sufficient insurance coverage to pay for such medical assistance.

RELEASE OF LIABILITY INCLUDING NEGLIGENCE CLAIMS

ON BEHALF OF MYSELF AND THE PARTICIPANT(S), I HEREBY FOREVER, IRREVOCABLY, AND UNCONDITIONALLY RELEASE, WAIVE, RELINQUISH, DISCHARGE FROM LIABILITY, AND COVENANT NOT TO SUE THRILLZ RELEASEES FROM ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO CLAIMS OF **NEGLIGENCE**, DEMANDS, RIGHTS, ACTIONS, SUITS, CAUSES OF ACTION, OBLIGATIONS, DEBTS, COSTS, LOSSES, CHARGES, EXPENSES, ATTORNEYS' FEES, DAMAGES, JUDGMENTS, AND LIABILITIES, OF WHATEVER KIND OR NATURE, IN LAW, EQUITY OR OTHERWISE, WHETHER NOW KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, AND WHETHER OR NOT CONCEALED OR HIDDEN, RELATED TO OR ARISING, DIRECTLY OR INDIRECTLY, FROM MY OR THE PARTICIPANT'S PRIOR, CURRENT, OR FUTURE ACCESS TO AND/OR USE OF THE THRILLZ PARK, PREMISES, AND/OR ITS EQUIPMENT, ATTRACTIONS, AND ACTIVITIES, THE PARTICIPANT'S AND/OR MY ENTRY INTO THE THRILLZ DANBURY PARK, THE CONDITION, MAINTENANCE, INSPECTION, SUPERVISION, CONTROL, OR SECURITY OF THE THRILLZ PARK, THE FAILURE TO WARN OF DANGEROUS CONDITIONS IN CONNECTION WITH THRILLZ AND/OR THE ACTS OR OMISSIONS OF THRILLZ INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR NEGLIGENCE, FAILURE TO WARN OR OTHER OMISSION, PROPERTY DAMAGE, PERSONAL INJURY, EMOTIONAL INJURY, ANY ILLNESS – INCLUDING BUT NOT LIMITED TO KNOWN OR UNKNOWN INFECTIOUS AND/OR CONTAGIOUS DISEASES, KNOWN OR UNKNOWN EPIDEMICS AND/OR PANDEMICS, KNOWN OR UNKNOWN INTENTIONAL AND/OR NEGLIGENT FAILURE TO QUARANTINE WITHOUT REGARD TO DECLARATIONS MADE OR NOT MADE BY FEDERAL AND/OR LOCAL AUTHORITIES, BODILY HARM, PARALYSIS, OR DEATH, INCLUDING ANY SUCH LOSSES, CLAIMS, OR INJURIES CAUSED OR RESULTING FROM THE **NEGLIGENCE** OF THRILLZ RELEASEES.

MISREPRESENTATION AND FRAUD

I AGREE TO DEFEND AND INDEMNIFY EACH RELEASED PARTY FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, WHETHER ARISING, IN WHOLE OR IN PART, FROM MY AND/OR THE PARTICIPANT'S PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

INDEMNIFICATION

ON BEHALF OF MYSELF AND THE PARTICIPANT(S), I HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THRILLZ RELEASEES FROM AND AGAINST ANY AND ALL LOSSES OR LIABILITY, CLAIMS, OBLIGATIONS, COSTS, DAMAGES, AND/OR EXPENSES, ARISING OUT OF MY OR THE PARTICIPANT'S ACCESS TO AND/OR USE OF THE THRILLZ PARK, PREMISES, AND/OR ITS EQUIPMENT, ATTRACTIONS, AND ACTIVITIES INCLUDING, BUT NOT LIMITED TO ANY LOSSES OR CLAIMS CAUSED OR RESULTING FROM THE NEGLIGENCE OF THRILLZ RELEASEES. INDEMNIFICATION HEREIN INCLUDES ANY AND ALL ATTORNEYS' FEES, COSTS, DAMAGES, AND/OR JUDGMENTS THRILLZ RELEASEES INCUR.

ARBITRATION OF DISPUTES; JURY WAIVER; CHOICE OF LAW - READ CAREFULLY

I agree to arbitrate any and all disputes that arise relating to my and/or the Participant's use of THRILLZ RELEASEES' facilities. I understand that, by agreeing to arbitrate any dispute as set forth in this section, I AM WAIVING MY RIGHT, AND HAVE THE ACTUAL AUTHORITY TO WAIVE THE RIGHTS OF THE PARTICIPANT(S), TO BRING A LAWSUIT IN A COURT OF LAW AGAINST THRILLZ RELEASEES FOR ANY AND ALL CLAIMS COVERED BY, RELATED TO, OR ARISING FROM THIS AGREEMENT AND ACCESS TO THE THRILLZ PREMISES. BY AGREEING TO ARBITRATE, I UNDERSTAND ON BEHALF OF MYSELF AND THE PARTICIPANT(S) THAT WE WILL NOT HAVE THE RIGHT TO HAVE CLAIMS DETERMINED BY A JURY. ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO ACCESS TO AND/OR USE OF THE THRILLZ PARK, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE DETERMINED BY ARBITRATION IN THE COUNTY OF THE THRILLZ PARK, CONNECTICUT, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS RULE 16.1 EXPEDITED ARBITRATION RULES AND PROCEDURES. IF NO JAMS OFFICE IS LOCATED WITHIN 100 MILES OF THE THRILLZ PARK, I, AND/OR THE PARTICIPANT(S) AND THE THRILLZ RELEASEES SHALL WORK COLLECTIVELY TO SELECT AND UTILIZE A SIMILAR AND MUTUALLY AGREEABLE ARBITRATION PROVIDER. JUDGMENT 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, construed and interpreted in accordance with the laws of the State of Connecticut, without regard to choice of law principles. 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, and include JAMS Comprehensive Arbitration Rules & Procedures; Rule 16.1 Expedited Procedures; and Policy On Consumer Minimum Standards Of Procedural Fairness.

PHOTO/VIDEO/SOCIAL MEDIA WAIVER

In connection with my and the Participant's use of the Thrillz, I consent to the recording of the Participant's and my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means ("Recordings"). I, on behalf of myself and all Participant(s), hereby consent to and authorize the Thrillz Releasees to use, without compensation, in perpetuity, such Recordings, as well as the Participant(s) name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing any Thrillz Park. On behalf of myself and the Participant(s) I further agree that the foregoing includes the consent to use the Participant's and/or my physical likeness in any form, and any and all claims in connection with the Recordings are hereby waived.

Initial Here_____ I HAVE CAREFULLY READ EACH AND EVERY PARAGRAPH IN THIS DOCUMENT AND I AND THE PARTICIPANT(S) AGREE TO BE BOUND BY THE TERMS STATED HEREIN, INCLUDING THE RELEASE OF LIABILITY CONTAINED THEREIN, WHICH RELEASES NEGLIGENCE CLAIMS.

Initial Here_____ I AND THE PARTICIPANT(S) ARE WAIVING THE RIGHT TO SUE IN COURT AND THE RIGHT TO A JURY OR COURT TRIAL, AND AGREE TO ARBITRATE ANY DISPUTE OR CLAIM.

Initial Here_____ I have had sufficient opportunity to read this document. If I had any questions about this document, I have had an opportunity to ask them of Thrillz Releasees and have done so. I have read this document, understand this document, and agree to be bound by its terms. I understand that employees working at the Thrillz Park, including the manager, do not have the authority to waive any provision of this Agreement. This Agreement constitutes and contains the entire agreement between Thrillz Releasees and the Participant(s) relating to the use of the Thrillz Park. There are no

other agreements, oral, written, or implied, with respect to such matters. I and Participant(s) agree that if any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in full force. All terms above are included in this Agreement regardless of whether the provisions set forth above were initialed by the signatory below.

Initial Here_____ IN SUMMARY, BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT IF I OR ANY OF THE PARTICIPANT(S) ARE INJURED IN ANY WAY, THIS WAIVER PREVENTS AND PROHIBITS ANY RECOVERY OF MONEY FROM THRILLZ RELEASEES. I FURTHER ACKNOWLEDGE THAT **I AND THE PARTICIPANT(S) HAVE AGREED TO ARBITRATE ANY DISPUTE AND WAIVE THE RIGHT TO HAVE A JURY OR A JUDGE RESOLVE ANY SUCH DISPUTE.**

Adult Participant

Acknowledgement of Understanding: I, the ADULT PARTICIPANT have read this Agreement and understand that I am **giving up substantial rights**, including my right to sue for damages in the event of death, injury, or loss. 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 the **Inherent Risks of Thrillz Activities** or the **Ordinary Negligence** of the Protected Parties, to the greatest extent allowed by laws of the State of Connecticut.

 Name of Adult Participant (Please Print) Signature of Adult Participant Date Cell Phone

Parent/Guardian of a Minor Participant

Acknowledgement of Understanding: I, the Parent/Legal Guardian of the minor listed below, hereby grant my minor child permission to participate in all Thrillz Activities. Further, **I have read and fully understand this Thrillz Assumption of Risk, Waiver of Liability, and Indemnification Agreement**, and agree to be bound by this agreement on behalf of myself, my spouse, the minor child, and any party filing on behalf of the minor child. I understand that I am releasing both my right and the right of my minor child to sue for damages in the event of injury, death, or financial loss. I intend **my signature to be a complete release of all liability**, including that due to the **Inherent Risks** of Thrillz Activities or the **Ordinary Negligence** of the Protected Parties, to the greatest extent allowed by laws of the State of Connecticut.

Additionally, I, the Parent/Guardian of the minor child, assert that I have explained the inherent risks of Thrillz Activities to my minor child and that the minor understands this Agreement. The following signature of the minor is to affirm understanding of the inherent risks of Thrillz Activities and the voluntary assumption of these risks.

Name of Parent/Guardian of Minor (Please Print)	Signature of Parent/Guardian	Date	Cell Phone	Email
Name of Minor Participant	Age <u> </u> / <u> </u> / <u> </u> Birthdate		Name of Minor Participant	Age <u> </u> / <u> </u> / <u> </u> Birthdate
Name of Minor Participant	Age <u> </u> / <u> </u> / <u> </u> Birthdate		Name of Minor Participant	Age <u> </u> / <u> </u> / <u> </u> Birthdate
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