

# Participation Agreement Waiver The Hero Day™ Only Sign if You Fully Understand

## Participant Agreement, Release and Assumption of Risk (The Agreement) – The Hero Day™

I have voluntarily elected to use and, if applicable, to allow the minor child(ren) identified above and all minor children under my supervision and referred to individually and collectively herein as "Child", to use the The Hero Day™ and equipment located at 2400 Elida Rd, Lima, Ohio 45805, (the "The Hero Day™"). In consideration for being allowed to use said facilities and equipment, and any other services provided BRAC Events LLC or its employees or agents at said location, or any other location within the State of Ohio, I represent, acknowledge and agree as follows:

**GENERAL RELEASE** I acknowledge and agree that this Agreement covers and is intended to release and provide other benefits, legal protections, and consideration to BRAC Events LLC, and their respective and collective agents, owners, officers, managers, shareholders, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their respective or collective behalf (collectively, "THD")

**RELEASE OF POTENTIAL INJURIES** I acknowledge and agree that the use of inflatables and the other equipment at the The Hero Day™ Facility and that participating with inflatable obstacles and other activities is inherently and obviously dangerous. These risks include serious physical or emotional injury, paralysis, death, damage to myself, the Child, and/or third parties, and damage to personal property of any or all such persons. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity, which I further agree is for recreational purposes and completely voluntary. I acknowledge and agree that, while the inflates and other activities that take place at the The Hero Day™ Facility are monitored generally by The Hero Day™ Facility employees, it is not feasible for such employees to monitor the activities and actions of all customers at all times or all customers simultaneously. Furthermore, The Hero Day™ Facility employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

**VOLUNTARY ASSUMPTION OF RISK** I acknowledge and agree that I and the Child are participating voluntarily at our own risk. I acknowledge and agree that the actions or activities of other customers or the actions or inactions of The Hero Day Facility employees could cause me or the Child significant bodily injury (as described in this Agreement), and that THD is not responsible for the actions or activities of customers using the The Hero Day™ Facility or the negligence of its employees in supervising the The Hero Day™ Facility or its usage, including actions, activities, or omissions that result in such harm. Some of the risks include, but are not limited to, the following:

- a) Participants may die or become paralyzed, partially or fully, through their use of the The Hero Day™ facility and participation in The Hero Day™ activities.
- b) Participants may suffer cuts, scrapes, bumps, bruises, the transmission of disease strains and allergic reactions through use of the The Hero Day™ Facility equipment or contact with other participants or surfaces they have contacted. Participants may sprain, pull, break or otherwise seriously externally or internally injure their head, face (including nose and teeth/jaw), neck, torso, spine, arms, wrists, hands, legs, ankles, feet or other body parts as a result of falling off the inflatable attraction(s) or other equipment, landing improperly on the inflatables or other equipment, or making contact with other participants. As noted in paragraph a) above, such injuries can lead to paralysis, disfigurement or death. Participation may result in heat stroke, heart attacks, dehydration and other exertion-related medical events.
- c) Participants may fall on each other, resulting in broken bones and other serious injuries. A rebound effect and lead to unpredictable body movements and anticipated or unanticipated bodily contact, any or all of which can lead to serious injury.
- d) Traveling to and from inflatables can result in similar physical injury (even if the participant is not himself or herself bouncing at the time).
- e) Observing, standing, sitting or taking photographs at or near any inflatable or activity can result in similar physical injury (even if the observer is not himself or herself participating at the time).

**AGREEMENT TO PAY MY OWN MEDICAL EXPENSES** I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that I or the Child possess, whether known or unknown, which might contribute to or exacerbate any injury I or the Child might sustain as a result of using the The Hero Day™ Facility or any of its equipment. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical therapy) is required or performed as a result of any injury I or the Child sustains while using the The Hero Day™ Facility, such assistance shall be at my own expense.

**RELEASE OF LIABILITY** The Releasing Parties hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue The Hero Day™, BRAC Events LLC, and their successors, predecessors-in-interest, and insurers (collectively, the "Releasees") from any and all claims, 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 Child's access to and/or use of the The Hero Day™ Facility, premises and/or its equipment (whether inflates or otherwise), the Child's and/or my entry into the The Hero Day™ Facility, the condition, maintenance, inspection, supervision, control or security of the The Hero Day™ Facility, the failure to warn of dangerous conditions in connection with the The Hero Day™ Facility, and/or the acts or omissions of THD or any of the Releasees, including, without limitation, any claim for negligence, failure to warn or other omission, property damage, personal injury, emotional injury, illness, bodily harm, paralysis or death. I understand that this release and waiver applies not only to use of the inflatable obstacle challenges, but also all other equipment, and all activities and games at the The Hero Day™ Facility. I understand that this release and waiver applies to and includes all activities that I or my Child engage in at the premises, whether inside or outside the The Hero Day™ Facility. In the event that any claim released herein is brought by, or asserted on behalf of, the Releasing Parties, I shall immediately defend, indemnify and hold harmless the Releasees, and any of them, from any loss or liability, including reasonable attorneys' fees, associated therewith or arising therefrom.

## ARBITRATION OF DISPUTES; TIME LIMIT TO BRING CLAIM:

I understand that by agreeing to arbitrate any dispute as set forth in this section, I am waiving my right, and the right(s) of the minor child(ren) above, to maintain a lawsuit against THD and the other Releasees for any and all claims covered by this Agreement. By agreeing to arbitrate, I understand that I will NOT have the right to have my claim determined by a jury, and the minor child(ren) above will NOT have the right to have claim(s) determined by a jury. Reciprocally, THD and the other Releasees waive their right to maintain a lawsuit against me and the minor child(ren) above for any and all claims covered by this Agreement, and they will not have the right to have their claim(s) determined by a jury. ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO MY OR THE CHILD'S ACCESS TO AND/OR USE OF THE The Hero Day™ PREMISES AND/OR ITS EQUIPMENT, 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 THE COUNTY OF THE The Hero Day™ FACILITY, OHIO BEFORE ONE ARBITRATOR, PURSUANT TO ITS RULE 16.1 EXPEDITED ARBITRATION RULES AND PROCEDURES. 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 Ohio, without regard to choice of law principles.

**PHOTO/VIDEO/SOCIAL MEDIA WAIVER** In connection with my and the Child's use of the The Hero Day™ Facility, I consent to the recording of the Child's and my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means ("Recordings"). I hereby consent to and authorize THD and its agents, representatives, employees, successors and assigns to use, in perpetuity, such Recordings, as well as the Child's name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing any The Hero Day™ Facility. I further agree that the foregoing includes the consent to use the Child's and/or my physical likeness in any form. In addition, I waive any and all claims I may have in connection with the Recordings.

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TERM OF AGREEMENT I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit The Hero Day™, whether at the current location or any other location or facility.

SAFETY IS YOUR RESPONSIBILITY: I AND EACH CHILD AGREE TO FOLLOW THE CODE OF PATRON RESPONSIBILITY:

- a) You acknowledge that there are inherent risks in the participation in or on any Inflatable obstacle park, and that such risks include not only the use of Inflatable bounce attractions, but other activities and equipment. Patrons of a inflatable park who use inflatables, and those who engage in any other activities or use any other equipment, by participation, accept the risks inherent in such participation of which the ordinary prudent person is or should be aware. Patrons have a duty to exercise good judgment and act in a responsible manner while using the inflatable obstacles course and other equipment, and while engaging in such activities. Patrons have a duty to obey all oral or written warnings, or both, prior to or during participation, or both.
- b) You have a duty to not participate in any activity on any inflatable obstacle, or engage in any other activity or use any other equipment, when under the influence of drugs or alcohol.
- c) You have a duty to properly use all safety equipment provided, whether for the obstacles at the inflatable park, or otherwise.
- d) You have a duty to not participate in any activity on any obstacle, or engage in other activities or use other equipment, if you have pre-existing medical conditions, circulatory conditions, heart or lung conditions, recent surgeries, back or neck conditions, knee or ankle conditions, high blood pressure, known pregnancy, any history of spine, musculoskeletal or head injuries, or if you may be pregnant.
- e) You have a duty to remove inappropriate attire including hard, sharp or dangerous objects such as buckles, pens, purses, badges and so forth.
- f) You have a duty to avoid bodily contact with other patrons.
- g) You have a duty to conform with or meet height, weight or age restrictions imposed by the manufacturer or owner to use or participate in any inflatable park activity, whether involving the use of inflates, or otherwise.
- h) You have a duty to avoid crowding or overloading individual sections of the inflatable park, or other equipment.
- i) You have a duty to use the inflatable attractions, and other equipment, within your own limitations, training and acquired skills.
- j) You have a duty to avoid landing on the head or neck. Serious injuries, paralysis or death can occur when landing on the inflatable, or elsewhere, whether involving the obstacle course, other equipment, or otherwise.
- k) You also agree to follow and obey all posted and stated warnings and patron education signs.
- l) You agree to explain all safety rules to each Child you accompany, and to ensure that each Child obeys the safety rules

I would like to receive email promotions, discounts, and other advertisements from The Hero Day™ and its partners at the email address provided below. I may unsubscribe at any time.

I have had sufficient opportunity to read this document. I have read and understood and agree to be bound by its terms. I understand that employees working at the The Hero Day™ Facility, including the manager, do not have the authority to waive any provision of this Agreement. This Agreement constitutes and contains the entire agreement between THD and me relating to the Child's and my use of the The Hero Day™ Facility. There are no other agreements, oral, written, or implied, with respect to such matters. This Waiver, Release of Liability and Indemnity Agreement is governed by Ohio law and is intended to be as broad and inclusive as Ohio law permits. Should any clause in this document conflict with Ohio law, only that clause will be null and void and the remainder of this document shall stay in full force and effect at all times, now and in the future.

By signing below, I represent and warrant that I am the parent, legal guardian, or power-of-attorney of the above listed Child(ren) and have the authority to execute this Agreement on his/her or their behalf and to act on his/her or their behalf. I have read each and every paragraph in this document and I and they agree to be bound by the terms stated therein, including the release of liability contained therein. I further agree to indemnify and hold harmless the Releasees from any and all claims which are brought by or on behalf of this or these minor Child or Children, or any of them, which are in any way connected with, arise out of, or result from their use of the The Hero Day™ Facility. I am 18 years of age or older. I am entering this agreement on behalf of myself, my spouse or domestic partner, the Child, and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through such person or persons (collectively, the "Releasing Parties").

IN SUMMARY, BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT IF I OR ANY OF MY CHILDREN ARE INJURED IN ANY WAY, THIS WAIVER PREVENTS AND PROHIBITS ANY RECOVERY OF MONEY FROM ANY The Hero Day™ RELATED ENTITY.

Parent/Legal Guardian/Power of Attorney/Participant (if 18 or older):

_____	_____	_____
Parent/legal guardian <b>PRINT</b>	<b>Date</b>	<b>Sign</b>
<b>Participant Name</b> _____	<b>Participant Birthday</b> ____/____/20	_____
<b>Participant Name</b> _____	<b>Participant Birthday</b> ____/____/20	_____
<b>Participant Name</b> _____	<b>Participant Birthday</b> ____/____/20	_____
<b>Participant Name</b> _____	<b>Participant Birthday</b> ____/____/20	_____