

# RELEASE & ACKNOWLEDGEMENT OF RISK (MINOR Ages 0-17)

FA 2.0, LLC

## **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT** (READ CAREFULLY BEFORE SIGNING)

FA 2.0, LLC ("Fritz's") is an adventure-based company that provides access to INHERENTLY RISKY ACTIVITIES THAT MAY RESULT IN BODILY INJURY, DEATH OR PROPERTY DAMAGE, including but not limited to ropes courses, ziplines, extreme slides, aerial bridges and narrow tunnels, among others ("Activities"). Additional risks and dangers may also arise from the NEGLIGENCE act(s), failure to act or omission of Fritz's, its employees, instructors, contractors, officers, directors, members, managers, representatives, agents, owners, investors, landlords, subsidiaries, franchisees, affiliates, successors and assignees (collectively "RELEASEES")

**IN CONSIDERATION of allowing the below named Participant to access, use and/or engage in such Activities, the undersigned (on their own behalf and/or in the capacity of parent or guardian of Participant), together with Participant's personal representatives, assigns and next of kin, HEREBY ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE inherent in the Activities or which may exist, were caused by or resulted from the NEGLIGENCE OR FAULT OF RELEASEES, or any of them, and further agrees to and hereby does RELEASE, WAIVE AND DISCHARGE FROM LIABILITY AND WAIVE ANY AND ALL RIGHTS TO BRING ACTION against, to the fullest extent allowed by the law, RELEASEES, or any of them.**

The undersigned (individually or as parent or guardian of Participant) further agrees to indemnify and save and hold harmless the RELEASEES and each of them from loss, liability, damage or cost they may incur due, in any manner or degree, to Participant's access to, use of and/or engagement with the Activities.

The undersigned (individually or as parent or guardian of Participant) further understands Fritz's routinely photographs or videos the Activities and Participants for commercial purposes and Participants may be readily identifiable in these images or footage, and hereby grants permission and authorization to Fritz's to use my or Participants' names, faces, likenesses, voices or appearances in photographs or videos in connection with the advertising, marketing, exhibitions, publicity, promotional materials or other commercial purposes worldwide in perpetuity, without compensation and without restriction.

**By execution of this Agreement, I declare under penalty of perjury that I am signing for myself and/or Participants for whom I am duly authorized. If I execute this Release and Waiver on behalf of another person, I understand and agree that I am acting as an agent for that person and my signature expressly confirms that I have permission to sign on the other person's behalf, and this Release and Waiver shall be binding upon that person if the other person brings a claim or lawsuit against FA 2.0, LLC. I agree to defend, indemnify and hold harmless Fritz's Adventure – The Colony as fully set forth above. If I sign without the express permission of any other person, I understand and agree that I am committing fraud against FA 2.0, LLC.**

I agree that any action arising from or related to this Agreement will be subject to and interpreted under the laws of the State of Missouri. Any dispute or controversy arising out of, related to or regarding any term, covenant or condition of this release shall, upon written demand of any party hereto, shall be submitted to and determined by arbitration in Taney County, Missouri, under the commercial rules of the American Arbitration Association, by one arbitrator, in accordance with the rules of the Association then in effect. The determination of the arbitrator will be final, binding and non-appealable. Discovery shall be permitted in the arbitration only to the extent, if any, expressly authorized by the arbitrator. I understand that this Release and Waiver is valid and binding in perpetuity (forever) and shall have full force and effect whenever I or Participants participate in Fritz's Adventure – The Colony activities.

**THIS IS A RELEASE OF LIABILITY AND A WAIVER OF YOUR RIGHTS – DO NOT SIGN IT UNLESS YOU UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.**

**I ATTEST THAT I AM 18 YEARS OLD OR OVER** and I have read this release of liability and assumption of risk agreement. I fully understand its terms and provisions and I (and Participant) agree to be bound by them. Further, I understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

**(Must be completed for participants under the age of 18)**

In consideration of **[MINOR'S NAME]** **[MINOR DATE OF BIRTH]** being permitted to participate in this activity, I further agree to indemnify and hold harmless FA 2.0, LLC from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor. Further, I understand that the aforementioned minor is under my direct supervision and it is my responsibility to ensure this individual is acting in accordance with the posted rules and regulations and acting in a safe manner.

**Parent, Legal Guardian, or Authorized Agent**

**PRINT NAME:** \_\_\_\_\_ **DATE OF BIRTH:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **TODAY'S DATE:** \_\_\_\_\_