

Release of Liability and Assumption of Risk

The use of the Axe Throwing Trailer Activity equipment by the Customer shall be at the risk of the Customer exclusively. In consideration of the services provided, Customer hereby indemnifies and holds Corsner Entertainment, dba 3 Monkeys Inflatables, its affiliates, and their directors, officers and employees, harmless from and against any and all claims, actions, losses, judgments, or expenses, including reasonable attorney's fees, arising from or in any way connected with the use of the equipment by the customer or by third parties, during the term of this Agreement and hereby additionally agrees as follows:

- I acknowledge that using any extreme attraction, inflatable, axe throwing, and games entails risks that could result in physical or emotional injury, paralysis, death, or injury or damage to me, to property, or to third parties. I understand that the risks cannot be eliminated without jeopardizing the essential qualities of activity. The risks could result in musculoskeletal injuries, including head, neck, and back injuries.
- 2. I accept and assume all the risks of participation in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 3. I release and agree to indemnify and hold harmless Corsner Entertainment dba 3 Monkeys Inflatables from any claims that are in any way connected with my participation in this activity or my use of Corsner Entertainment dba 3 Monkeys Inflatables equipment or facilities, including claims that Corsner Entertainment dba 3 Monkeys Inflatables was negligent. However, I do not release any claims related to intentional or reckless acts by Corsner Entertainment dba 3 Monkeys Inflatables.
- 4. I have adequate insurance to cover any injury or damage I may cause or suffer while participating or I agree to bear the costs of any injury or damage.
- 5. I agree that, if I bring a lawsuit against Corsner Entertainment dba 3 Monkeys Inflatables, I will do so solely in Pennsylvania or Maryland (whichever the event holds place in) and the substantive law of Pennsylvania or Maryland will apply in that lawsuit without regard to the conflict of law rules. 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.
- 6. In the event that Corsner Entertainment Inc, dba 3 Monkeys Inflatables takes photographs or videos, I hereby assign full copyright of these photographs and videos to Corsner Entertainment Inc, dba 3 Monkeys Inflatables together with the right of reproduction either wholly or in part. Furthermore, I grant Corsner Entertainment In dba 3 Monkeys Inflatables, the perpetual and irrevocable and unrestricted right to use and publish video and/or photographs of me, or where I may be included for editorial trade, product or service advertising and such fashion/business purpose is any manner and medium, including advertising with any retouching or alteration without restriction or compensation.
- By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity,I I may be found by a court of law to have waived my right to maintain a lawsuit against Corsner Entertainment dba 3 Monkeys Inflatables on the basis of any claim from which I have released them. I have had sufficient opportunity to read this agreement, I understand it, and I agree to be bound by its terms. My signature also acknowledges that I have seen, agree to and completely understand the separate disclaimer notice related to this ride.

Print Name:

Signature:

Date:

Parent's or Guardian's Additional Indemnification

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

In consideration of my minor who is under 18 years old being permitted being permitted by Corsner Entertainment Inc dba 3 Monkeys Inflatables. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Corsner Entertainment Inc dba 3 Monkeys Inflatables. from all claims which are brought by or on behalf of a minor and which are in any way connected with the minor's use or participation. I have full authority to sign this agreement on behalf of the minor.

Parent/Guardian Signature

Print Parent/Guardian Name

Print Minor Name

<u>Date</u>