RELEASE AND WAIVER OF LIABILITY
PARENTAL CONSENT & INDEMNITY AGREEMENT

THIS RELEASE AND WAIVER OF LIABILITY, PARENTAL CONSENT AND INDEMNITY AGREEMENT (the "Release") is made and entered into as of the date set forth below, by and between the undersigned, for and on behalf of himself or herself and his or her spouse, legal partner, children, wards, estate, personal representatives, heirs, beneficiaries, successors and assigns (collectively, the "Customer"). Any reference to Customer in this Release shall include all such parties, but one or more such parties may be expressly identified for illustrative purposes, without limitation or impairment on the definition of "Customer." For and in consideration of the services of Galaxy Park, LLC, doing business as Galaxy Fun Park, and its agents, owners, officers, directors, managers, affiliates, volunteers, employees, insurers, participants, clients, customers, invitees, employees, independent contractors, facility operators, land and/or premises owners, successors, assigns, and all other persons or entities acting in any capacity on its behalf (collectively, the "Host"), the Customer hereby agrees to release, indemnify, and discharge the Host, waive certain rights and claims, and otherwise agrees as follows (*please check each box to indicate your agreement*):

☐ **ACKNOWLEDGMENT OF RISK.** The Customer acknowledges that participation in the attractions and services offered by the Host, including, without limitation, go-karts and go-kart tracks (including those identified as the "Galaxy Speedway"), trampolines (including those identified as the "Jump Zone"), laser tag (including such identified as the "Galaxy Laser Battle"), ropes and rope courses (including those identified as the "Spacewalk Ropes Course"), soft-play areas (including those identified as the "Mission Control Station"), bumper cars (including those identified as the "Orbital Spin Zone"), and other attractions, programs, facilities and events (collectively, the "Attractions"), entails known as well as unknown, unforeseen and/or unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage or harm to the Customer, to property or to third parties. Customer understands and acknowledges that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Customer also acknowledges that the Host, including its employees and volunteers, have difficult jobs to perform; that they seek to operate the business of the Host in a safe manner but safety cannot be assured; that they might be unaware of a participant's fitness or abilities or give incomplete warnings or instructions; or that the equipment being used might malfunction.

The Customer, for himself or herself and his or her spouse, legal partner, children, wards, estate, personal representatives, heirs, beneficiaries, successors and assigns, hereby acknowledges, agrees and represents, warrants and certifies that:

(i) Immediately upon entering into the premises of the Host or using or participating in the Attractions, Customer will inspect and carefully consider the Host's premises and facilities;

(ii) Such entry or participation for observation or use of any facilities or equipment or participation in Attractions constitutes an acknowledgement that the Customer has inspected the same and carefully considered and that the undersigned finds and accepts same for the Customer, including his or her spouse and children, as being safe and reasonably suited for the purpose of such observation, use or participation;

(iii) The Customer, including his or her spouse and children, are in good health and in proper physical condition to participate in the Attractions, but nonetheless should have adequate insurance covering participation in the Attractions and all manner of harms, injuries and risks;

(iv) The Customer, including his or her spouse and children, are not under the influence of alcohol or any illicit or prescription drugs which would in any way impair the ability to safely participate in Attractions;

(v) The Customer, including his or her spouse and children, have not been advised against activities by a health professional, and that it is the Customer's sole responsibility to determine whether the Customer, including his or her spouse and children, are sufficiently fit and healthy enough to participate in the Attractions;

(vi) The Customer, including his or her spouse and children, agree to be familiar with and to abide by the rules established for the Attractions, including the rules posted in the Host's facility and/or the Host's website; and

(vii) Participation and use of the Attractions and any facilities of the Host are purely voluntary and constitute voluntary actions of the Customer, including his or her spouse and children, and the execution of this Release is also voluntary.

☐ **ASSUMPTION OF RISK.** THE CUSTOMER, FOR AND ON BEHALF OF HIMSELF OR HERSELF AND HIS OR HER SPOUSE, LEGAL PARTNER, CHILDREN, WARDS, ESTATE, PERSONAL REPRESENTATIVES, HEIRS, BENEFICIARIES, SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS AND ASSUMES ANY AND ALL RISKS INVOLVED WITH, EXISTING IN RELATION TO, ARISING OUT OF THE USE OR PARTICIPATION IN, OR IN ANY WAY RELATING TO THE ATTRACTIONS, INCLUDING, WITHOUT LIMITATION, PARTICIPATION IN THE ATTRACTIONS, THE USE AND CONDITION OF ANY EQUIPMENT AND THE NEGLIGENCE OF THE HOST, AND ANY COSTS, EXPENSES, DAMAGES, SUITS, CLAIMS OR DEMANDS ASSOCIATED THEREWITH. THE FOREGOING ASSUMPTION OF RISK EXCLUDES THE GROSS NEGLIGENCE AND WILLFUL AND WANTON MISCONDUCT OF THE HOST.

☐ **RELEASE OF LIABILITY AND INDEMNIFICATION.** CUSTOMER, FOR AND ON BEHALF OF HIMSELF OR HERSELF AND HIS OR HER SPOUSE, LEGAL PARTNER, CHILDREN, WARDS, ESTATE, PERSONAL REPRESENTATIVES, HEIRS, BENEFICIARIES, SUCCESSORS AND ASSIGNS, HEREBY EXPRESSLY AND VOLUNTARILY REMISE, RELEASE, ACQUIT, SATISFY AND FOREVER DISCHARGE AND AGREE NOT TO SUE THE HOST FOR OR IN RELATION TO, AND SHALL SAVE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE HOST FROM AND AGAINST, ANY AND ALL MANNER OF ACTIONS OR OMISSION(S), CAUSES OF ACTION, SUITS, CONTROVERSIES, DAMAGES, DEMANDS, JUDGMENTS, EXECUTIONS, CLAIMS (INCLUDING CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE), AUDITS, ASSESSMENTS, ADJUSTMENTS, SETTLEMENT PAYMENTS, DEFICIENCIES, PENALTIES, FINES, SUMS OF MONEY, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL, ACCOUNTING AND OTHER EXPENSES ARISING AT LAW OR IN EQUITY (COLLECTIVELY, THE "LOSSES"), RESULTING FROM, ARISING UNDER OR OUT OF OR RELATING TO THE USE OR PARTICIPATION IN THE ATTRACTIONS, INCLUDING THE PRESENCE IN ANY FACILITY OR BUILDING, USE OF EQUIPMENT, OR OTHERWISE. SUCH RELEASED LOSSES WILL INCLUDE, WITHOUT LIMITATION, DEATH, PERSONAL OR BODILY INJURY AND PROPERTY INJURY, ANY LOSSES SUFFERED, INCURRED OR RESULTING FROM ANY ACTIONS OR OMISSIONS OF ANY THIRD PARTY USING OR PARTICIPATING IN THE ATTRACTIONS, AND ANY LOSSES ASSERTED BY CUSTOMER, INCLUDING HER OR HER SPOUSE AND CHILDREN, OR ANY THIRD PARTY. THIS RELEASE OF LIABILITY, IS EFFECTIVE AND VALID REGARDLESS OF WHETHER ANY LOSSES ARE THE RESULT OF ANY ACTION OR OMISSION ON THE PART OF THE HOST OR ANY SUPPLIERS, DESIGNERS, INSTALLERS, MANUFACTURERS OF ANY EQUIPMENT OR ITEM USED OR INCORPORATED INTO THE OR IN CONJUNCTION WITH THE ATTRACTIONS.

FURTHERMORE, IF ANY MINOR CHILDREN OF THE CUSTOMER WILL BE USING OR PARTICIPATING IN THE ATTRACTIONS, THE CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT CUSTOMER WILL NOT HOLD, OR ATTEMPT TO HOLD, THE HOST LIABLE FOR ANY LOSS OR LOSSES RELEASED OR INDEMNIFIED HEREUNDER. IF, DESPITE THIS RELEASE, ANY MINOR CHILDREN OF CUSTOMER, ANYONE ON SUCH MINOR CHILDREN'S BEHALF, OR ANY THIRD PARTY MAKES A CLAIM AGAINST ANY PARTY TO THIS RELEASE THAT IS RELATED IN ANY WAY OR ARISES OUT OF SUCH MINOR CHILDREN'S PARTICIPATION IN THE ACTIVITIES, THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE DUTIES OF INDEMNIFICATION HEREUNDER INCLUDE THE DUTY TO INDEMNIFY AND SAVE AND HOLD HARMLESS AND TO DEFEND THE HOST FROM AND AGAINST ANY LOSSES ARISING THEREFROM OR RELATING THERETO.

☐ **ATTORNEYS' FEES.** Customer, including for and on behalf of himself or herself and his or her spouse, legal partner, children, wards, estate, personal representatives, heirs, beneficiaries, successors and assigns, save, defend, indemnify and hold harmless the from and against any attorneys' fees and/or costs incurred or expended to enforce

this Release, including, without limitation, all costs associated with any collection efforts.

☐ **PHOTO RELEASE.** Customer hereby grants to the Host the right to take photographs and video of Customer, including his or her spouse and children, in connection with participation in the Attractions. Customer hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically and agrees that the Host may use such photographs and video for any lawful purpose, including but not limited to publicity, illustration, advertising, and website content.

☐ **JURISDICTION, VENUE AND GOVERNING LAW.** This Release will be governed by and construed and interpreted in accordance with the laws of the State of North Carolina without regard to conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Release shall be brought in the courts of the State of North Carolina, County of Wake, or, if it has or can acquire jurisdiction, in the United States District Court, Eastern District of North Carolina, and each of the parties consents to the personal jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

☐ **ADDITIONAL TERMS.** This Release will become effective and binding on the date it is completed by Customer, will continue in existence in perpetuity and will have full force and legal effect each and every time Customer, including his or her spouse and children, visit the Host's facilities, whether at the current location or any other location or facility. This Release is intended to be as broad and inclusive as is permitted by the laws of this state and that if any portion thereof is held invalid, it is agreed that the remaining portions shall continue in full legal force and effect.

☐ **EXECUTION OF RELEASE.** BY COMPLETING AND SIGNING THIS RELEASE, CUSTOMER ACKNOWLEDGES, REPRESENTS, WARRANTS, COVENANTS AND AGREES THAT CUSTOMER HAS READ THE ABOVE WAIVER AND RELEASE AND HAS HAD A REASONABLE OPPORTUNITY TO DO SO, IS EXECUTING IT VOLUNTARILY, UNDERSTANDS THAT CUSTOMER IS WAIVING AND RELEASING SUBSTANTIAL RIGHTS BY SIGNING IT, IS ASSUMING ALL RISKS ASSOCIATED WITH USE OF OR PARTICIPATION IN THE ATTRACTIONS OR OTHERWISE DESCRIED HEREIN, AND IS AGREEING TO OTHER RELEASE, INDEMNIFICATION AND OTHER TERMS AND CONDITIONS.

Participant's Signature:_____ Date:_____
Printed Name: _____ Date of Birth: _____
Street Address: _____ State: _____ Zip: _____
Phone Number: _____ Email Address: _____

IF PARTICIPANT IS UNDER 18 years of age, a parent or legal guardian must also sign below and does further state that he/she agrees to indemnify and hold harmless the Host from any and all claims which are brought by, or on behalf of the minor participant arising from participation in the Attractions and that he/she has explained to the minor participant the content of this Agreement and the risks of participation.

Parent's/Guardian's Signature:_____ Date:_____
Child Full Name #1:_____ Date of Birth: _____
Child Full Name #2:_____ Date of Birth: _____
Child Full Name #3:_____ Date of Birth: _____
Child Full Name #4:_____ Date of Birth: _____
Child Full Name #5:_____ Date of Birth: _____