

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Vickers Entertainment, LLC., their agents, owners, officers, volunteers, participants, personnel, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "VE"), I hereby agree to release, indemnify, and discharge VE, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in bubble ball, bubble balls, archery tag or any other amusement activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** slips and falls; tripping hazards; participants often fall or run into on each other resulting in broken bones and other serious injuries; collision with other participants, spectators, or objects which could cause strains, sprains, broken bones and head injuries; cuts, abrasions, and bruises; injuries to internal organs; blindness; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, heat stroke, and cardiac related events or illness; musculoskeletal injuries including head, neck, and back injuries; concussions; whiplash; equipment failure or operator error; the negligence of other participants, or other persons who may be present; equipment failure or operator error; condition of the field or track; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; my own physical condition, and the physical exertion associated with this activity. At any time you and/or your group are free to withdraw from participation in the activity. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, VE personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless VE from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of VE's equipment or facilities, **including any such claims which allege negligent acts or omissions of VE.**

4. Should VE or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. I hereby give VE the irrevocable right to use my name, picture, photograph, portraits, visual likeness, or voice in all forms and media in all manners, including photo, film, audio and video representations, for non-profit, public purposes, and I hereby waive any right to inspect or approve the finished product that may be created in connection therewith.

7. In the event that I file a lawsuit against VE, I agree to do so solely in the state of Idaho, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against VE on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at VE.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's or minors' names) ("Minor(s)") being permitted by VE to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless VE from any and all claims which are brought by, or on behalf of Minor(s), and which are in any way connected with such use or participation by Minor(s).

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_