

# BRAC EVENTS LLC

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "**I**" or "**me**") desires to participate in the use of the facilities and equipment also known as The Hero Day™ (the "**Activity**") provided by BRAC Events, LLC, an Ohio limited liability company (the "**Company**") at 2400 Elida Road, Lima, Ohio 45805 and 937 E. Ash St Piqua Ohio 45356 (the "**Premises**"). In consideration of being permitted by the Company to enter the Premises and participate in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this agreement (this "**Release**").

1. **RISKS.** I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of serious injury, disability, death, and/or property damage. Participants may suffer cuts, scrapes, bumps, bruises, the transmission of disease strains and allergic reactions through use of the The HeroDay™ 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. 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. Traveling to and from inflatables can result in similar physical injury (even if the participant is not himself or herself bouncing at the time). 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).

I am also aware of the contagious nature of bacterial and viral diseases, including COVID-19 (the "**Disease**") and the risk that I may be exposed to or contract the Disease by being on the Premises and engaging in the Activity, which may result in illness, personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Company employees or others, including negligent emergency response or rescue operations of the Company. I understand that while the Company has implemented measures to reduce the risk of injury from the Activity and the spread of the Disease, the Company cannot guarantee that I will not be injured or become infected with the Disease or other infectious diseases while on the Premises or during my participation in the Activity and that being on the Premises and engaging in the Activity may increase my risk of contracting the Disease.

NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE PREMISES AND PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

## 2. CODE OF PATRON 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, zip-line, slides, obstical courses, air tracks, basketball courts, dodgeball and 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 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. You also agree to follow and obey all posted and stated warnings and patron education signs as well as explain all safety rules to each Child you accompany.
- 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.

3. **WAIVER/RELEASE.** I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company and its officers, directors, manager(s), employees, agents, affiliates, shareholders/members, successors, and assigns (collectively, "**Releasees**") on account of personal or psychological injury, illness, pain, suffering, temporary or permanent disability, death, property damage, or financial loss arising out of or attributable to my being on the Premises or participating in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Ohio law does not permit to be released by agreement.

4. **COVID DISCLOSURE.** I confirm that I: (a) am in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the Activity; and (b) am not experiencing symptoms of the Disease (such as cough, shortness of breath, sore throat, congestion, headache, muscle or body aches, chills, or fever), do not have a confirmed or suspected case of the Disease, and have not come in contact in the last 14 days with a person who has been confirmed to have or suspected of having the Disease. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activity and the Disease while on the Premises or participating in the Activity, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment. I will also follow all instructions, recommendations, and cautions of the Company at all times while on the Premises or during the Activity. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Activity, or I begin experiencing symptoms of the Disease, I will immediately discontinue further participation in the Activity. I acknowledge that the Company is relying on these statements to allow me to participate in the Activity.

5. **INDEMNIFICATION.** I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Company or any other Releasees in a final non-appealable judgment, arising out of or resulting from any claim of a third party related to my being on the Premises or participating in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

6. **MEDICAL TREATMENT.** I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

7. **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 BRAC Events, LLC or The Hero Day™ Facility 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.

8. **MISCELLANEOUS.** This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns. Any dispute, claim or controversy arising out of or relating to my or the child's access to and/or use of 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 Hero Day™ facility, Ohio before one arbitrator and shall follow the rules of the American Arbitration Association. Judgment on the award may be entered in any court having jurisdiction. 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 BRAC Events, LLC or The Hero Day™ Facility 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, BRAC Events, LLC, The Hero Day™, 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. If both parties waive the Arbitration requirement in a signed writing, then all matters arising out of or relating to this Release shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in and I hereby consent to the exclusive jurisdiction of such courts. The term of this agreement shall run in perpetuity until such time that party has expressly revoked this Release.

[SIGNATURE PAGE FOLLOWS]

**I AM THE PARTICIPANT, PARENT OR LEGAL GUARDIAN OF THE MINOR NAMED ABOVE. I HAVE THE LEGAL RIGHT TO CONSENT AND, BY SIGNING BELOW, I HEREBY CONSENT AND AGREE TO THE TERMS AND CONDITIONS OF THIS RELEASE OF LIABILITY. BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY. 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)**

Parent/Guardian:

Witness:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Name:

\_\_\_\_\_

Date:

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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.

Email Address: \_\_\_\_\_