

## RELEASE AGREEMENT

**INSTRUCTIONS:** All participants must read this entire Release Agreement (hereinafter "Agreement") and sign only if you fully understand and specifically agree to the terms of each section of this Agreement.

By signing this Agreement and/or by participating in any Event, you are indicating that you have read completely, understood, and agree to all of the terms of this Agreement. If you do not agree to all of the terms of this Agreement, **DO NOT SIGN** this Agreement and **YOU ARE NOT PERMITTED TO PARTICIPATE** in any Event. If you participate in any Event without agreeing to all of the terms of this Agreement, you are an unauthorized participant and are trespassing and will be prosecuted to the fullest extent of the law. This Agreement must be signed before an individual will be allowed to participate in any Event.

You are, by signing this agreement, specifically, among other things, waiving your rights to make any claim or suit against Circus Odelay, LLC or any related person or entity for any injury which occurs while participating or from participating in any race, party, obstacle course, while spectating, event or any other activity provided by Circus Odelay, LLC (hereinafter "Event")

### Release of Liability and Full Assumption of Risk

In consideration for being permitted to participate in any way in any Event and in consideration of the other services provided by Circus Odelay, LLC, an Arizona limited liability company (hereinafter the "Company"), on behalf of myself, my spouse, children, guardians, parents, heirs, next of kin, successors, assigns, personal representatives, executors, administrators, estate, and all other persons and entities who could in any way represent me or act on my behalf (collectively, the "Releasing Parties"), I hereby agree, in perpetuity, to release, indemnify, hold harmless, and discharge the Company and the Company's successors, assigns, affiliates, present and former direct and indirect owners, managers, officers, principals, employees, volunteers, clients, customers, invitees, independent contractors, trustees, consultants, attorneys, insurers, facility operators, land and/or premises owners, agents and other representatives, and any and all persons and entities acting in any capacity on behalf of the Company, and any other persons participating in any Event and their heirs, next of kin, spouses, guardians, legal representatives, executors, administrators, successors, and assigns (hereinafter the "Released Parties") as follows:

1. **Release and Indemnity:** I, for myself and on behalf of my minor child/ward and my/his/her Releasing Parties, agree to protect, defend, hold harmless, and indemnify, and do release, remise, and forever discharge, the Company and the Released Parties, from and against any and all claims, obligations, actions, causes of action, proceedings, suits, costs, losses, liabilities, damages, and expenses, whether known or unknown (including but not limited to all direct, special, incidental, exemplary, punitive, and consequential damages, losses of any kind, and attorneys' fees), and however caused, including without limitation by intentional, reckless, negligent, or grossly negligent conduct (collectively, "Claims"), that are based upon, result from, and/or relate in any way to the Company and/or my or my minor child's/ward's participation in any Event. Additionally, and without limiting the foregoing, I, for myself, on behalf of my minor child/ward, and for all of the Releasing Parties, waive any Claims any of us, whether individually or collectively, may now or in the future have against the Company or any of the Released Parties with respect to the matters released hereunder, and agree not to initiate or prosecute (or aid any other party in prosecuting) or continue any Claim of any kind whatsoever against the Company or any of the Released Parties in any court or otherwise with respect to the matters released hereunder, including but not limited to any Claim under any common law, whether in law or equity, or federal, state, or local statute, ordinance, or rule of law.

2. **Acknowledgement of Inherent Risks:** I acknowledge that participation in any Event carries a serious risk of, and will most likely result in, physical injury. I understand that participation in any Event may expose me or my minor child/ward to a variety of conditions that may cause serious property damage, bodily injury, illness, or death, including without limitation the following: motorized obstacles intending to cause a participant to fall; physical stunts which may result in collision with objects, people, and equipment; slippery or unstable surfaces; the impact of the body upon an air bag; equipment failure, defect, or malfunction; falls from heights, objects, and equipment; water hazards, including without limitation drowning, the impact of the body upon the water, and exposure to water-borne contaminants; natural hazards, including but not limited to surface or subsurface conditions of the property surrounding the site of any Event; exposure to hot or cold weather or water; physical contact with and exposure to other contestants, spectators, and others; loss of orientation; the negligence of others, including without limitation the Released Parties; and exhaustion, dehydration, fatigue, dizziness, overexertion, and lack of physical coordination.

I understand that participants in an Event usually sustain cuts, bruises, abrasions, whiplash, and burns in addition to more serious risks and injuries that include, but are not limited to, frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia, dehydration, sprains, broken necks and/or backs, broken bones, dislocations, muscle pulls, head trauma or injury, including without limitation concussions, loss of limb, permanent paralysis, and other more serious injuries, extreme emotional distress, and even death and that by participating in any Event, I am subjecting myself to the risk of such injuries or even death.

I understand that no matter how careful I, my minor child/ward, or others may be while participating in any Event, the risk of serious injury is not eliminated. I acknowledge that in addition to the risks and injuries identified above, my participation in an Event includes other unknown or unanticipated risks that may result in serious physical and/or emotional injury, illness, paralysis, death, and/or damage to my person, property, or third parties.

I understand and acknowledge that while conduct giving rise to such risks might in limited circumstances give rise to an action in tort or contract, I have freely and knowingly consented to such conduct and to participating in such situations and activities.

I acknowledge that neither the Company nor any third party providing equipment or services in connection with any Event has made any warranties whatsoever with respect to equipment or services furnished by them in connection with any Event or otherwise used by me or my minor child/ward, and that there are no warranties of any kind from anyone regarding the equipment's fitness or services or suitability for use for any purpose in connection with any Event or are, individually or collectively, adequate to protect me from any injuries and/or death. I hereby waive any right I might otherwise have to warnings or instructions regarding any aspect of any Event or the equipment or services utilized in connection therewith.

I acknowledge that the foregoing is not an exhaustive list of the risks, hazards, and dangers I or my minor child/ward may be exposed to as a result of participating in any Event.

3. ASSUMPTION OF RISK AND LOSS: I ACKNOWLEDGE THAT THE EVENTS ARE POTENTIALLY AND INHERENTLY DANGEROUS, AND I KNOWINGLY AND FREELY ASSUME ALL RISKS ASSOCIATED WITH ANY EVENT THAT I OR MY MINOR CHILD/WARD MAY PARTICIPATE IN, INCLUDING WITHOUT LIMITATION ALL RISKS OF INJURY, ILLNESS, DAMAGE, AND/OR DEATH, AND ALL THOSE RISKS SET FORTH IN SECTION 2 ABOVE, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE COMPANY OR THE RELEASED PARTIES OR OTHER PARTIES, AND ASSUME FULL RESPONSIBILITY FOR MY AND MY MINOR CHILD'S/WARD'S PARTICIPATION IN ALL EVENTS. My participation, or that of my minor child/ward, in any Event is purely voluntary, and I elect or agree on behalf of myself or my minor child/ward to participate in any Event in spite of the known and unknown risks. I further expressly agree that I will pay for the costs of any and all medical assistance, including without limitation any hospital, medical, or treatment costs, should my participation or the participation of my minor child/ward in any Event require such services and that the Company is in no way responsible for such costs. I agree to pay for all damages to the facilities and property owned or used by the Company caused by my or my minor child's/ward's negligent, reckless, or willful actions while participating in any Event.

4. Injuries By Third Parties or Other Participants: I acknowledge that I and/or my minor child/ward may be injured by the actions of others who are also participating in an Event, and I agree to release, indemnify, and discharge the Company and the other Released Parties for any injury or damages I incur that are caused or contributed to by another participant or participants.

5. Medical Treatment: I hereby consent to and authorize any and all medical and hospital treatment that is deemed advisable or necessary for me or my minor child/ward in the event of injury, accident, or illness occurring during my or my minor child's/ward's participation in any Event. Without in any way limiting the foregoing, I acknowledge and agree that any medical or hospital treatment, if any, offered to me or my minor child/ward in connection with my or my minor child's/ward's participation in any Event may involve calculated risks of complications, infection, disfigurement, injury, or even death, from both known and unknown causes, and no warranty or guarantee has been made as to the result of such procedures, and I assume all risks, and indemnify and hold the Company and the other Released Parties harmless from any Claim, with respect thereto. I also acknowledge and agree that no warranty, representation, or guarantee has been made as to the qualifications or credentials of any medical professionals performing such procedures, or their ability to diagnose medical conditions.

6. Rules: I acknowledge that I have read and understand all posted rules and safety standards of any Event in which I am participating and agree to abide by any and all such rules and standards and any other warnings or oral instructions given by the Company, including without limitation any of its managers, officers, principals, employees, volunteers, representatives, sponsors, or agents, during any Event. Any actual or alleged consequences of my following such rules, standards, warnings, directions, and instructions shall be included within the matters released and indemnified pursuant to this Agreement.

7. Participant Representations: I am aware that it is advisable to consult a physician prior to participation in any Event and have been given the opportunity to do so. I represent to the Company that I and/or my minor child/ward am/is in excellent physical, emotional, psychological, and mental health and physically and mentally able to participate in all Events, has/have no physical or medical condition, including without limitation any allergies or exercise-induced conditions, that would endanger others, me, and/or my minor child/ward by participating in any Event, will not be under the influence of drugs or alcohol while participating in any Event, and will conduct myself or herself/himself in a safe and responsible manner so as to not endanger the lives or property of any persons.

8. Insurance: I certify that I have adequate personal insurance to cover possible damage or injury that may occur to me or my minor child/ward or that I may cause to someone else while participating in any Event, or, in the alternative, I agree to

bear the costs of such injury or damage on behalf of myself or my minor child/ward. I further expressly agree to assume the risk of injury or aggravation of injury resulting from any preexisting medical or physical condition that I or my minor child/ward may have, both known and unknown.

9. Personal Property: I agree that the Company is not responsible for any personal property belonging to me or my minor child/ward that is stolen, lost, or damaged during an Event.

10. Likeness Release and License: I grant the Company the right to photograph, videotape, record, and/or make reproductions of me and/or my minor child/ward and to use my or my minor child's/ward's name, photograph, face, image, likeness, actions and appearance (collectively, "Likeness") in any and all media now known or hereafter devised, including without limitation television, the Internet, mobile, wireless, and other online or computer-assisted media, and print media (collectively, "Media"), worldwide in perpetuity, including without limitation in connection with the promotion, marketing, and exploitation (in any form or Media) of the Company's products and services. I agree that any broadcast, telecast, publication, or other exploitation of my or my minor child's/ward's Likeness or the Materials or any rights therein will not entitle me or my minor child/ward to receive any form of compensation.

11. Basis of Bargain: I understand that the Company will only grant me and/or my minor child/ward the ability to participate in any Event upon my agreement with the terms and conditions set for in this Agreement.

12. Choice of Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to principles of conflicts of law, and venue for disputes under this Agreement shall be exclusively in the courts of the State of Arizona.

13. Attorneys' Fees: I agree that should the Company be required to incur attorneys' fees and costs to enforce this Agreement, I will indemnify and hold the Company harmless for all such fees and costs.

14. Unknown Conditions: I acknowledge that there is a possibility that after the execution of this Agreement, I and/or the Company will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by me at that time may have materially affected my decision to enter into this Agreement. I acknowledge and agree that by reason of this Agreement, and the releases contained herein, I am assuming any risk of such unknown facts and such unknown and unsuspected claims.

15. Class Actions: I agree that any arbitration, mediation or legal action shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties.

16. Miscellaneous: I represent and warrant that I have the full right, power, and authority to enter into this Agreement. I have been given ample opportunity to read this Agreement and have been advised of my right to obtain independent legal advice. I acknowledge and agree that this Agreement shall be binding to the fullest extent permitted by law. I acknowledge and agree that this Agreement is intended to be as broad and inclusive as is permitted by law. Without limiting the foregoing, any provision of this Agreement that is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction. By entering into this Agreement, I represent that I am not relying on any oral or written representation or statements made by the Company or any other Released Parties, other than what is set forth in this Agreement. I acknowledge that this Agreement represents the entire understanding between me and the Company related to the consequences of my or my minor child's/ward's participation in any Event. I acknowledge and agree that all preexisting agreements, subsequent course of performance, or purported oral modification of the terms of this agreement that purport to establish different consequences for my or my minor child's/ward's participation in any Event are null and void. Any laws that require or suggest that the interpretation of a document or agreement, or the resolution of any ambiguities contained therein, should be resolved against the drafter of the document or agreement, are hereby waived. No modification, alteration, or amendment of this agreement will be valid or binding unless in writing and signed by both me and the Company. No waiver by the Company of any term or condition of this Agreement will be construed as a waiver by the Company of any other term or condition; nor will any waiver by the Company of any default under this agreement be construed as a waiver by the Company of any other default. It is further understood and agreed that no failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder. The Company may freely assign, in whole or in part, any of its rights or obligations under this Agreement. I may not assign my rights and obligations under this Agreement. The headings in this Agreement are for convenience only and do not in any way limit or amplify the terms or conditions of this Agreement.

I HAVE CAREFULLY READ THIS RELEASE AGREEMENT, FULLY UNDERSTAND ITS TERMS WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

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

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

City: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

**PARENT OR GUARDIAN LIABILITY WAIVER ON BEHALF OF MINOR**

I represent that I am duly qualified as the parent or legal guardian of \_\_\_\_\_ (please print minor's name) to execute this Agreement and assume all responsibilities and all liabilities and grant all releases with respect to the minor's participation and involvement in any Event as set forth herein. I further agree to be legally bound by the provisions of this Agreement and to indemnify and hold harmless the Company and all other Released Parties for any claims I may have against the Company and the other Released Parties arising from the minor's possible injuries, death, or liabilities, as further set forth in the Agreement. I further agree that if it is determined that I am not the parent or legal guardian of the above-referenced minor, I will personally indemnify the Company and the other Released Parties for and from any potential liability or loss arising from the above-referenced minor's participation in any Event. I acknowledge and agree that my execution of this Agreement is a material inducement to the Company permitting the minor to participate in any Event.

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_