

# RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“AGREEMENT”)

Waiver Draft Dated: 2/24/2022

In consideration of participating in any or all of the activities provided at Fun Land of Fairfax VA, LLC., I represent that I understand the nature of these activities and that I am qualified, in good health, and in proper physical condition to participate in such activities. I acknowledge that if I believe the activity conditions are unsafe, I will immediately discontinue participation in those activities.

I fully understand that these activities involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the activities, the conditions in which these activities take place, or the negligence of the “releasees” named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the activities.

I hereby release, discharge, and covenant not to sue Fun Land of Fairfax VA, LLC., its respective administrators, directors, agents, officers, volunteers, employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which these activities take place, (each considered one of the “RELEASEES” herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the “releasees” or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.