

## Waiver Details for FunHub Action Park – Hadley, MA

Customer Agreement, Release, Assumption of Risk, Waiver of Liability, and Indemnification Agreement (The “Agreement”)

I have voluntarily elected to use and, if applicable, to allow the minor child(ren) identified within this Agreement and all minor children under my supervision (referred to individually and collectively herein as “Child”), to use the FunHub Action Park Facility (FunHub Facility) and equipments located at 367 Russell Street, Hadley, MA 01035. In consideration of for being permitted to use FunHub Facility and participate in the Activities, as defined below, including any of those Activities that may occur in, about, or near the FunHub Facility, Participant agrees as follows:

I, on behalf of myself and Child (collectively, the “Participants”) acknowledge and agree that this Agreement covers and is intended to release and provide other benefits, legal protections, and consideration to FunHub LLC (FunHub), and its respective and collective agents, owners, officers, managers, affiliates, volunteers, participants, employees, successors, predecessors-in-interest, insurers and all other persons or entities acting in any capacity on their respective or collective behalf (collectively, the “Protected Parties”).

**Nature of the Activities:** FunHub Action Park is a trampoline and action /adventure park, which offers participants the opportunity to participate actively or passively, in some or all of the following: general trampoline jumping, dodgeball, tumbling, foam pit jumping, aerobics, ninja warrior course, battle beam, airbag jump, soft play, slides, volcano, climbing wall, zip line, wrap wall, bumper cars, wipe out, arcades, VR gaming system, ropes course, exercising and other miscellaneous trampoline and adventure activities, use of any equipment or attractions, instruction, training, classes, observation, use of the locker room area, use of the dining area, use of any portion of the FunHub Facility, including, but not limited to, the associated sidewalks and parking lots, and any competition, event, or program sponsored by or affiliated with the Protected Parties as described in this Agreement, (collectively, “Activities”). These activities can help produce many benefits, including pleasure, improved physical fitness, more attractive appearance, more energy, greater enjoyment of life, and many health benefits. It is important that the Participants know that trampoline and adventure activities are active and vigorous and consequently, involve some risks of injury or death that are inherent to the activity. Even though FunHub (a) has designed the facility with safety in mind, (b) provides instruction in some activities, (c) provides general supervision of activities, and (d) has developed rules and policies that focus on safety, it is impossible to eliminate all risk and possibility of injury or death.

**Risks associated with the Activities:** I acknowledge and agree that the use of and participation in the activities at the FunHub Facility is inherently and obviously dangerous. Participant acknowledges there are inherent risks in and injuries that may occur from participating in the Activities, including, but not limited to, equipment malfunction; defective design or manufacture of equipment; improper or negligent installation of equipment; negligent maintenance of equipment; cuts; bruises; muscle strain; twisted or sprained ankles, knees, shoulders, or wrists; burns; dirt or other materials in eye; concussions; broken bones; physical or emotional injuries; landing wrong; over-exertion; failure of the attraction surface or attachments; being hit by a ball; collisions with other participants; erratic co-participant behavior; collisions with standards and supports; using improper form or technique; slipping, falling, or tripping; equipment failure; error of judgment by employees; paralysis, disability, or death;

personal injury to third persons; or property damage. Due to the nature of the Activities, there are more hazards and risks than the foregoing, and there are also unknown and unforeseeable hazards. If you have any questions, please contact a manager before purchasing admission.

It is important that the Participants understand the three general types of injuries that can typically occur when participating in the Activities. First is the common minor injury. This type includes, but is not limited to, muscle strains and sprains, bruises, abrasions, and contusions. The second type of injury is the serious injury. Examples of serious injuries are broken bones, ligament and joint injuries, injury to various body parts, concussions, and eye injuries. Although rare, these do occasionally occur. The third type of injury is the catastrophic injury. Some examples of catastrophic injury are brain injury, paralysis, stroke, heart attack, and death. Participant on his/her own behalf and as the parent or legal guardian of the Child Participant(s), acknowledges that he/she is aware of and voluntarily assumes all such risks.

**Exposure to Bacteria, Fungus, Virus, and Unknown Contagious Diseases:** By entering the Premises or when engaging in the Activities, there is a risk of exposure to bacteria, fungus, viruses, unknown contagious diseases and COVID-19, which notwithstanding governmental recommendations and the practices of FunHub, cannot be eliminated. Consequently, to the fullest extent permitted by law, participant knowingly and fully assumes the risk of, releases, and shall indemnify FunHub from all claims (as described in this Agreement) or bodily injury resulting from participant's exposure to any bacteria, fungus, virus, unknown contagious diseases or COVID-19 and in any way connected to participant's entry into the FunHub Facility or engagement in the activities. Furthermore, adult participant on behalf of him/herself and that of the child participant(s) consents to having their temperature taken by FunHub and acknowledges they may be denied access to or forced to vacate the FunHub Facility if they evidence symptoms of exposure to bacteria, fungus, viruses, unknown contagious diseases or COVID-19 as identified by the center for disease control and prevention.

**Voluntary Assumption of Risks:** I represent that Child and I are in good health and in proper physical condition to participate in the activities offered by FunHub Action Park and other activities at the FunHub Facility. I acknowledge and agree that Child and I are participating voluntarily and at our own risk. I acknowledge and agree that the actions or activities of other customers and participants or the actions or inactions of FunHub employees could cause Child and I significant bodily injury (as described in this Agreement), and that FunHub is not responsible for the actions or activities of participants using the FunHub Facility or the negligence of its employees in supervising the FunHub Facility or its usage, including actions, activities, or omissions that result in such harm.

Participant on his/her own behalf and as the parent or legal guardian of the Child Participant(s), warrants Participant has read this Agreement in its entirety, acknowledges the Activities contain inherent risks, which vary with the activity, understands the demands of the Activities relative to Participant's physical condition and skill level, appreciates the types of injuries that may occur as a result of the Activities and their potential impact on our safety, well-being, and lifestyle, and asserts that participation is voluntary and all Participants knowingly assume all risks inherent with the Activities

Active participating participant agrees to exercise ordinary and reasonable care and to not consume alcohol or other drugs, controlled substances, or medications that may impair judgment or ability to participate in Activities to the extent Participant's judgment is impaired. Participant understands the potential risks associated with the consumption of alcohol or other drugs, controlled substances, or medications that may impair judgment or ability to participate in Activities, and acknowledges Participant does not have and is not aware of any medical condition that would result in any injury or

damage to Participant because of Participant's consumption of alcohol or other drugs, controlled substances, or medications that may impair judgment or ability to participate in Activities. Participant assumes the risks associated with alcohol consumption or other drugs, controlled substances, or medications that may impair judgment or ability to participate in Activities substances and takes full responsibility for Participant's own actions, safety, and welfare. Notwithstanding anything herein to the contrary, any fees paid by participant for entry into the premises, or any representations made by any employees, in absolutely no event will participant be allowed to participate in any activities once the participant has consumed any alcohol or in the event it is obvious that participant has ingested or is under the influence of drugs, controlled substances, or medications that may impair judgment or ability to participate in activities. This prohibition will not be waived.

**Agreement to Pay Medical Expenses:** I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that Child and I possess, whether known or unknown, which might contribute to or exacerbate any injury Child or I might sustain as a result of using the FunHub Action Park Facility or any of its equipment or otherwise being present at the FunHub Facility. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical therapy) is required or performed as a result of any injury Child or I sustain while being present at the FunHub Action Park Facility, the costs of same shall be at my own expense.

PARTICIPANT ACKNOWLEDGES THAT THE PROTECTED PARTIES (AS DEFINED IN THIS AGREEMENT) WILL NOT HAVE ANY RESPONSIBILITY FOR ANY INJURY TO PARTICIPANT OR PAY FOR ANY COST OR EXPENSES INCURRED BY PARTICIPANT IF PARTICIPANT IS INJURED OR KILLED.

**Release of Liability:** Participant hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue Protected Parties from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys' fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from my or Child's access to and/or use of the FunHub Facility and/or its activities, the Child's and/or my entry into the FunHub Facility, the condition, maintenance, inspection, supervision, control or security of the FunHub Facility, the failure to warn of dangerous conditions in connection with the FunHub Facility, and/or the acts or omissions of Protected Parties, including, without limitation, any claim for property damage, personal injury, emotional injury, illness, bodily harm, paralysis or death. I understand that this release and waiver applies not only to use of the activities, but also all other equipment, and all activities and games, and the mere presence of Child and/or I at the FunHub Facility.

In full appreciation of the foregoing risks, and in consideration for the right to use, access and enjoy the FunHub Facility and voluntarily participate in the activities, to the fullest extent permitted by law, participant (and on behalf of any child participant and his/her heirs, executors and representatives) releases and agrees not to sue FunHub (including all protected parties, FunHub's landlord ("landlord"), landlord's mortgagees and management company of the FunHub premises, and any of the foregoing entities' affiliates or subsidiaries, respective officers, directors, shareholders, franchisees, members, managers, partners, agents, employees, contractors, representatives, heirs, assigns, volunteers, independent contractors, equipment providers, and insurers of all of them (collectively, the "protected parties") from and against all liabilities, losses, damages, claims, demands, actions, suits, causes of action, costs, fees, and expenses (including

reasonable attorney's fees and court or other costs) relating to, resulting from, or arising out of or alleged to have arisen out of (in whole or in part) any bodily injury to, disability, or death of participant or damage to or loss of participant's property or property of a third person (a) that may arise in connection with participant's use of the premises and/or during or relating to participant's participation, whether actively or passively, in general trampoline jumping, dodgeball, tumbling, foam pit jumping, aerobics, ninja warrior course, battle beam, airbag jump, soft play, slides, volcano, climbing wall, zip line, wrap wall, bumper cars, wipe out, arcades, VR gaming system, ropes course, exercising and other miscellaneous trampoline and adventure activities, use of any equipment or attractions, instruction, training, classes, observation, use of the locker room area, use of any portion of the premises, including, but not limited to, the associated sidewalks and parking lots, and any competition, event, or program sponsored by or affiliated with the protected parties (collectively, "activities"), (b) occurring in or about the premises (including the premises) where any of the activities are taking place, conducted, or performed by participant or anyone else, or in transportation to and from any of the activities, (c) resulting in personal injury, including minor injury, serious injury, or catastrophic injury as described above in this agreement arising from, growing out of, or caused directly or indirectly by the negligent or grossly negligent acts or omissions or strict liability of the protected parties, (d) resulting from damage to, loss of, or theft of personal property of participant and due to the negligence, gross negligence, or willful misconduct of the protected parties, (e) resulting from the consumption of alcohol at the premises by participant or any other invitee of FunHub Action Park. The release contained in this paragraph, including all subparts, shall apply even if any such injury or damage is caused in whole or in part by the negligence or strict liability of the protected parties or participant.

**Indemnity:** Adult participant, on behalf of himself and his heirs, assigns, executors and representatives agrees to indemnify, defend, release, and hold harmless the protected parties from and against all claims, causes of action, suits, losses, liabilities, damages, fines, penalties, liens, judgments, settlements, proceedings, costs, fees, and expenses (including reasonable attorney's fees and court or other costs) of any nature whatsoever for or relating to injury, death and/or disability, bodily injury or property damage in any way resulting from, relating to, or caused by (whether in whole or in part) any of the following matters (which necessarily include all claims that do or may belong to the child participant(s)): (a) participant's acts, omissions or presence on or about any part of the premises or other premises where activities are taking place, conducted, or performed by participant or anyone else, (b) participant's active or passive participation in, or observance of, any of the activities; (c) any claims arising out of the negligent, grossly negligent, or willful acts or omissions of the protected parties, participant or any guest or invitee of the protected parties, participant, or any other person participating in activities on the premises (d) participant's use of any fixtures, equipment or personal property in, on or about premises or other premises where activities are taking place, conducted, or performed by participant or anyone else, or (e) participant's consumption of alcohol or other drugs, controlled substances or medications that may impair judgment or ability to participate in activities at the premises. The indemnity contained in this paragraph, including all subparts, will apply even if any such injury, loss, disability, death, or damage is caused in whole or in part by the negligence or strict liability of the protected parties or participant, but will not apply to the extent any such injury or damage is caused by the willful misconduct of the protected parties.

## Dispute Resolution:

**A. Arbitration:** Any dispute or claim arising out of or relating to this Agreement, breach thereof, the Premises, Activities, property damage (real or personal), personal injury (including death), or the scope,

arbitrability, or validity of this arbitration agreement (Dispute) shall be brought/filed by the parties in their individual capacity and not as a plaintiff or class member in any purported class or representative capacity (all parties waiving their right to commence any class action), and settled by binding arbitration before a single arbitrator administered by the American Arbitration Association (AAA) per its Commercial Industry Arbitration Rules in effect at the time the demand for arbitration is filed. The party(ies) bringing such action shall bear the cost of all arbitration fees. Judgment on the arbitration award may be entered in any federal or state court having jurisdiction thereof. No award shall exceed the amount of the claim by either party and the arbitrator shall have no authority to award punitive or exemplary damages. If the Dispute cannot be heard by the AAA for any reason, the Dispute shall be heard by an arbitrator mutually selected by the parties. If the parties cannot agree upon an arbitrator, then either party may petition an appropriate court to appoint an arbitrator. Arbitration and the enforcement of any award rendered in the arbitration proceedings shall be subject to and governed by 9 U.S.C. § 1 et seq. If either party files suit in violation of this paragraph (except to toll the statute of limitations), such party shall reimburse the other for their costs and expenses, including attorneys' fees, incurred in seeking abatement (or motion to stay or dismiss as a result of this clause) of such suit and enforcement of this paragraph.

**B. Waiver of Jury Trial:** To the extent permitted by law, adult participant on behalf of him/herself and the child participant and FunHub Action Park knowingly and voluntarily, with full awareness of the legal consequences, after consulting with counsel (or after having waived the opportunity to consult with counsel) agree to waive their right to a jury trial of any dispute and to resolve any and all disputes through arbitration. the right to a trial by jury is a right parties would or might otherwise have had under the constitutions of the United States of America and the state in which the premises is located.

**Acknowledgments by Participant:** Participant acknowledges on behalf of him/herself and the Child Participant(s) that Participant would not be granted access to the Premises or the ability to participate in the Activities but for these acknowledgments:

- Child Participant(s) and Adult Participant possess a sufficient level of skill and physical fitness for safe participation in the Activities. Participant also agrees to attempt only activities that Participant feels he is capable of performing safely. Further, Participant agrees to stay in areas that will not place Participant in undue danger.
- Neither Adult Participant nor the Child Participant(s) has any health problems that would not allow me to participate in the Activities.
- Participant has received either medical clearance from his/her physician prior to participation in the Activities or has determined that such clearance is not necessary for his/her safe participation in the Activities.
- FunHub Action Park may (but shall not be obligated or required to) administer to Participant emergency aid, CPR, and use an AED (defibrillator) when deemed necessary by FunHub Action Park.
- FunHub Action Park may (but shall not be obligated or required to) secure emergency medical care or transportation (i.e., EMS) when deemed necessary by FunHub Action Park and Participant shall assume all costs of emergency medical care and transportation.
- It is Participant's duty to inform FunHub Action Park and cease participation in the Activities if Participant should feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains).

- FunHub Action Park may (but shall not be obligated or required to) terminate Participant's participation when it determines Participant to be incapable of safely participating in the Activities.
- Participant agrees to obey all safety rules while participating in the Activities and alert the staff of any rules violations or dangerous behavior.

**Authority:** As the parent or legal guardian of the Child Participant(s), the undersigned represents to the Protected Parties he has the legal capacity and authority to act for and on behalf of the Child Participant(s), and agrees to indemnify and defend the protected parties from and against all claims or liabilities resulting from or relating to any insufficiency of the undersigned's legal capacity or authority to act for or on behalf of the child participant(s).

**Miscellaneous Terms:** This Agreement constitutes the entire agreement between the Protected Parties and the Participant, supersedes all previous oral or written promises or agreements, and may only be modified in writing. Participant expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the state in which the Premises is located and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Venue for any action brought hereunder or due to Participant's use of the Premises or participation in the Activities and shall lie solely in the County in which the Premises is located. The substantive laws of the Commonwealth of Massachusetts shall be the only applicable law for any dispute arising out of this Agreement or the relationship between the parties, and all parties hereto consent to personal and subject matter jurisdiction in the location within the Commonwealth of Massachusetts where the Premises is located. By signing below, Participant authorizes FunHub Action Park to communicate with Participant via email with updates, news, advertisements, and offers. Wherever any words are used herein in the masculine or feminine gender, they shall be construed as though they were also used in another gender in all cases where they would so apply.

**Acknowledgment and Understanding:** Participant represents to the Protected Parties that Participant thoroughly understands this is a complete and final release and indemnity agreement, that Participant is voluntarily entering into this Agreement, and no representations, promises, or statements made by any of the Protected Parties has influenced Participant in signing this Agreement. Participant agrees that there are no oral agreements, representations, promises, or warranties that are not expressly set forth herein and that Participant is not relying on any statements or representations of the Protected Parties that are not expressly contained herein. Participant acknowledges that Participant has read this Agreement in its entirety, fully understands its terms, and understands that he is giving up substantial rights herein, including his right to sue. Participant acknowledges that Participant is signing this Agreement freely and voluntarily, and intends by Participant's signature, to completely and unconditionally release the Protected Parties from all liability due to ordinary negligence and the inherent risks of the Activities to the greatest extent permitted by the laws of the state in which the Premises is located.

**License:** For good and valuable consideration the receipt of which is hereby acknowledged, Adult Participant on behalf of him/herself and the Child Participant irrevocably grant FunHub Action Park the right to use all or a portion of my image (including real and personal property owned by me) and name in all forms and media including composite or modified representations for all purposes, including advertising, trade or any commercial purpose throughout the world and in perpetuity. Adult participant on behalf of him/herself and the child participant waives the right to inspect or approve versions of images used for publication or the written copy that may used in connection with the images. Adult

participant on behalf of him/herself and the child participant release company and company's assigns, licensees and successors from any claims that may arise regarding the use of my statements or images including any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity or copyright. Company is permitted, although not obligated, to include my name as a credit regarding the image. Company is not obligated to utilize any of the rights granted in this Agreement.

IF I AM SIGNING THIS DOCUMENT ON BEHALF OF MY SPOUSE, CHILD, FAMILY MEMBER, FRIEND, MINOR CHILD, OR OTHER PERSON, I EXPRESSLY WARRANT AND REPRESENT TO FUNHUB ACTION PARK THAT I HAVE SUCH PERSON'S ACTUAL AND IMPLIED AUTHORITY TO EXECUTE THIS AGREEMENT ON THEIR BEHALF, INCLUDING, BUT NOT LIMITED TO, THE ARBITRATION CLAUSE, WAIVER AND RELEASE, AND INDEMNITY AGREEMENT. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AGREE TO BE BOUND BY ITS TERMS.

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

Parent/Guardian Details

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Birth Date: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Minor Participant 1 Details

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

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

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

Minor Participant 2 Details

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

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

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

Minor Participant 3 Details

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

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

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

Minor Participant 4 Details

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

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

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

Minor Participant 5 Details

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

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

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

Minor Participant 6 Details

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

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

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