

PARTICIPATION AND ARBITRATION AGREEMENT, WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19 ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT (The Agreement) – NJ BATTLE ZONES, Randolph, New Jersey

PLEASE ONLY VISIT OUR FACILITY IF THE FOLLOWING APPLY:

____ (1) You are willing to practice social distancing and maintaining at least six feet between individuals in all areas of the facility; (2) You are healthy enough to participate, and do not have symptoms of COVID 19 such as feeling sick, coughing, sneezing, shortness of breath, fever or are not feeling well; (3) You do not live with or visited a person or family member that has been diagnosed with or suspected of having COVID-19; (4) you consent to having you (or your minor child's) temperature checked upon entering the facility.

IN CONSIDERATION of being allowed to participate in any or all of the services and activities, including, but not limited to, those set forth in the Participation and Arbitration Agreement and any related events and activities, the undersigned acknowledges, appreciates, and agrees that: (1) Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, (2) Participant for myself, and/or on behalf of my spouse, and minor child(ren)/ward(s) KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and, (3) agree to comply with the stated and customary terms and conditions for participation with respect to protection against infectious diseases and if I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest management employee immediately; and (4) that I, as parent/guardian, with legal responsibility for any minor participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against infectious diseases; and, (5) I, for myself and/or on behalf of my spouse, and minor child(ren)/ward(s) as well as on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS NJ Battles Zone, LLC, its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, owners, parent companies, affiliated entities and lessors of premises ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I have voluntarily elected to use and, if applicable, to allow the minor child(ren) identified above and all minor children under my supervision and referred to individually and collectively herein as "Child", to use the NJ Battle Zone facilities and equipment located at 10 Middlebury Boulevard, Randolph, NJ 07869, (the "NJ Battle Zone Facility"). In consideration for being allowed to use said facilities and equipment, and any other services provided by NJ Battle Zone, LLC or its employees or agents at said location, or any other location within the State of New Jersey, I represent, acknowledge and agree as follows:

GENERAL RELEASE

I acknowledge and agree that this Agreement covers and is intended to release and provide other benefits, legal protections, and consideration to NJ Battle Zone LLC, and their respective and collective agents, owners, officers, managers, shareholders, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their respective or collective behalf.

ACKNOWLEDGMENT OF POTENTIAL INJURIES

I acknowledge and agree that the use of all equipment at the NJ Battle Zone Facility involve recreational sport activities, and that participating in playground, arena and other activities is inherently and obviously dangerous. I understand there is a risk that I or the Child will be injured. I acknowledge that the risks of injury include serious physical or emotional injury, paralysis, death, damage to myself, and/or third parties, and damage to personal property of any or all such persons. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity, which I further agree is for recreational purposes and completely voluntary. I acknowledge and agree that, while the playground, and other activities that take place at the NJ Battle Zone Facility are monitored generally by NJ Battle Zone Facility employees, it is not feasible for such employees to monitor the activities and actions of all customers at all times or all customers simultaneously. Furthermore, NJ Battle Zone Facility employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

SPECIFIC RELEASE FOR "GLOW" ACTIVITIES

____ I acknowledge that the NJ Battle Zone Facility may at any time engage in a promotion referred to as "Glow", and other similar programs and activities, that involve the use of reduced and altered or theatrical lighting and special effects, which can increase the inherent and obvious dangers of the activity and can lead to physical or emotional injury, paralysis, death, or damage to myself, the Child, and/or third parties, and damage to personal property of any or all such persons. I understand that special rules apply to "Glow" activities, and the other programs and activities that involve the use of reduced and altered or theatrical lighting and special effects, and that I and the Child may choose not to participate in such activities. I acknowledge and agree that I may participate voluntarily in the "Glow" and other similar programs and activities solely and exclusively at my own risk, and that by participating, I waive the right to seek damages for any injuries that occur.

VOLUNTARY ASSUMPTION OF RISK ACKNOWLEDGMENT

I acknowledge and agree that I and the Child are participating voluntarily at our own risk. I acknowledge and agree that the actions or activities of other customers or the actions or inactions of NJ Battle Zone Facility employees could cause me or the Child significant bodily injury (as described in this Agreement), I acknowledge and agree NJ Battle Zone LLC is not responsible for the actions or activities of customers using the NJ Battle Zone Facility or the negligence of its employees in supervising the NJ Battle Zone Facility or its usage, including actions, activities, or omissions that result in such harm. Some of the risks include, but are not limited to, the following:

- a) Participants may die or become paralyzed, partially or fully, through their use of the NJ Battle Zone facility and participation in NJ Battle Zone activities.
- b) Participants may suffer concussions, cuts, scrapes, bumps, bruises, the transmission of disease strains and allergic reactions through use of the NJ Battle Zone 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, knees, ankles, feet or other body parts as a result of falling on our arena or other equipment, landing improperly on the playground, arena 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.
- c) Participants may fall on each other, resulting in broken bones and other serious injuries. Traveling to and from playground, arena and other equipment can result in similar physical injury (even if the participant is not himself or herself running at the time).
- d) Observing, standing, sitting or taking photographs at or near any playground, or activity can result in similar physical injury (even if the observer is not himself or herself participating at the time).
- e) Participation during reduced or altered lighting "Glow" events can affect depth perception and visibility and may cause me and/or my Child to fall, slip, misstep, collide with other participants, or collide with equipment which can result in a greater risk of serious physical or emotional injury, paralysis, or death.

I acknowledge that my use of the playground, arena and participation in other activities at the NJ Battle Zone Facility is purely voluntary, that there is a risk of serious injury when using the playground, trampolines and other equipment, and that I elect to participate in spite of such risks.

AGREEMENT TO PAY MY OWN MEDICAL EXPENSES

I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that I possess, whether known or unknown, which might contribute to or exacerbate any injury I might sustain as a result of using the NJ Battle Zone Facility or any of its equipment. 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 I sustain while using the NJ Battle Zone Facility, such assistance shall be at my own expense.

RELEASE OF LIABILITY

The Releasing Parties hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue NJ BATTLE ZONE LLC, and their successors, predecessors-in-interest, and insurers (collectively, the "Releasees") 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 access to and/or use of the NJ Battle Zone Facility, premises and/or its equipment (whether playground, trampolines or otherwise), my entry into the NJ Battle Zone Facility, the condition, maintenance, inspection, supervision, control or security of the NJ Battle Zone Facility, the failure to warn of dangerous conditions in connection with the NJ Battle Zone Facility, and/or the acts or omissions of NJ BATTLE ZONE LLC or any of the Releasees, including, without limitation, any claim for negligence, failure to warn or other omission, 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 playgrounds, arena, but also all other equipment, and all activities and games at the NJ Battle Zone Facility. I understand that this release and waiver applies to and includes all activities that I engage in at the premises, whether inside or outside the NJ Battle Zone Facility. In the event that any claim released herein is brought by, or asserted on behalf of the Releasing Parties, I shall immediately defend, indemnify and hold harmless the Releasees, and any of them, from any loss or liability, including reasonable attorneys' fees, associated therewith or arising therefrom.

ARBITRATION OF DISPUTES; TIME LIMIT TO BRING CLAIM

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 NJ Battle Zone LLC 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, NJ BATTLE ZONE LLC 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. ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO MY OR THE CHILD'S ACCESS TO AND/OR USE OF THE NJ BATTLE ZONE 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) FOR AN ADULT AND WITHIN THE APPLICABLE STATUTE OF LIMITATIONS FOR A MINOR AND BE DETERMINED BY ARBITRATION IN THE COUNTY OF THE NJ BATTLE ZONE FACILITY, NEW JERSEY, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS RULE 16.1 EXPEDITED ARBITRATION RULES AND PROCEDURES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY

COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A

COURT OF APPROPRIATE JURISDICTION. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New Jersey, without regard to choice of law principles. Notwithstanding the provision with respect to the applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Sec. 1-16). I understand and acknowledge that the JAMS Arbitration Rules to which I agree are available online for my review at www.jamsadr.com, and include JAMS Comprehensive Arbitration Rules & Procedures; Rule 16.1 Expedited Procedures; and, Policy On Consumer Minimum Standards Of Procedural Fairness.

PHOTO/VIDEO/SOCIAL MEDIA WAIVER

In connection with my and the Child's use of the NJ Battle Zone 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 NJ BATTLE ZONE LLC 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 NJ Battle Zone 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.

TERM OF AGREEMENT

I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit NJ Battle Zone, whether at the current location or any other location or facility.

SAFETY IS YOUR 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 playground, trampoline court, and that such risks include not only the use of playground, trampolines, but other activities and equipment. Patrons of a playground, trampoline court who use trampolines, 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 playground, trampoline court 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 playground, arena, or engage in any other activity or use any other equipment, when under the influence of drugs or alcohol.
- c) You have a duty not to engage in prohibited conduct, which includes but is not limited to the following:
 - 1) Possession of guns, knives or other weapons;
 - 2) Striking, attempting to strike or threatening to strike any staff person, member, visitor or any other person affiliated with NJ Battle Zones;
 - 3) Threatening, harassing or intimidating any staff person, member, visitor or any other person affiliated with NJ Battle Zones;
 - 4) Foul, profane or abusive language;
 - 5) Theft of any property;
 - 6) Smoking; and
 - 7) Providing false information or records to NJ Battle Zones.
- d) You have a duty to properly use all safety equipment provided, whether for the playground, trampolines at the trampoline court, or otherwise.
- e) You have a duty to not participate in any activity on any playground, arena, 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.
- f) You have a duty to remove inappropriate attire including hard, sharp or dangerous objects such as buckles, pens, purses, badges and so forth.
- g) You have a duty to avoid bodily contact with other patrons.
- h) 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 playground, trampoline facility activity, whether involving the use of trampolines, or otherwise.
- i) You have a duty to avoid crowding or overloading individual sections of the playground, arena, or other equipment.
- j) You have a duty to use the playground, arena, and other equipment, within your own limitations, training and acquired skills.
- k) You have a duty to avoid landing on the head or neck. Serious injuries, paralysis or death can occur when landing on the playground, arena, or elsewhere, whether involving the playground, arena, other equipment, or otherwise.
- l) You also agree to follow and obey all posted and stated warnings and patron education signs.
- m) You agree to explain all safety rules to each Child you accompany, and to ensure that each Child obeys the safety rules.

____ I would like to receive email promotions, discounts, and other advertisements from NJ BATTLE ZONE LLC and its partners at the email address provided. I may unsubscribe at any time.

I have had sufficient opportunity to read this entire document. I have read and understood and voluntarily agree to be bound by its terms. I understand that employees working at the NJ Battle Zone Facility, including the manager, do not have the authority to waive any provision of this Agreement. This Agreement constitutes and

contains the entire agreement between NJ BATTLE ZONE LLC and me relating to the Child's and my use of the NJ Battle Zone Facility. There are no other agreements, oral, written, or implied, with respect to such matters. I further agree that this Release shall be constructed in accordance with the laws of the State of New Jersey. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

By signing below, I represent, warrant and certify that I am the parent, legal guardian, or power-of-attorney of the above listed Child(ren) and have the authority to execute this Agreement on his/her or their behalf and to act on his/her or their behalf. I have read each and every paragraph in this document and I and they agree to be bound by the terms stated therein, including the release of liability contained therein. 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").

IN SUMMARY, BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT IF I AM INJURED IN ANY WAY, THIS WAIVER PREVENTS AND PROHIBITS ANY RECOVERY OF MONEY FROM ANY NJ BATTLE ZONE RELATED ENTITY.

Printed Name of Participant/ Parent or Guardian: _____ / _____

Address: (Street) (City) (State) (Zip) _____

Phone: _____ Email: _____

Participant's Signature (only if age 18 or over): _____ Date: _____