

SPORTS WAIVER AND PERMISSION FORM FOR MINORS, FUNDERDOME WAIVER AND RELEASE OF LIABILITY FOR ADULTS, PUBLICITY WAIVER, MARKETING OPT-OUT, PRIVACY POLICY & HOUSE RULES

1. SPORTS WAIVER, PUBLICITY WAIVER AND PERMISSION FORM. I hereby attest that, after reading this Waiver and Release of Liability and Sports Waiver and Permission Form, completely and carefully, **including the notice above my signature, as required by Florida Statutes Section 744.301**, that I acknowledge that participation in the Funderdome LLC activities by me or my child, children or ward is entirely voluntary and is subject to the waivers and release of liability as described.

By signing below, I certify that: (1) I have fully and completely read and understand this Waiver and Release of Liability / Sports Waiver and Permission Form (2) I am 18 years of age or older; (3) I am voluntarily electing to participate in Funderdome, LLC activities; (4) I am the legal guardian of the minor child or children identified below; (5) the information set forth below relating to me or pertaining to my child, children or ward is true and complete; and (6) I consent and agree to all of the foregoing on behalf of myself and my minor child, children or ward identified below.

2. ADULT WAIVER AND RELEASE OF LIABILITY. BY SIGNING BELOW, I ALSO ACKNOWLEDGE AND AGREE TO ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. I AGREE THAT, EVEN IF FUNDERDOME, LLC, AND ITS PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES; AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUB- CONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES (COLLECTIVELY, THE "RELEASED PARTIES") USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE I MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM I AND BENEFACTORS OF MY ESTATE ARE GIVING UP ANY AND ALL RIGHTS TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, FINANCIAL OR ECONOMIC LOSS AND INCLUDING DEATH, TO MYSELF THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. I HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOU PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

3. PUBLICITY NOTICE & RELEASE. I further grant Funderdome, LLC the right to photograph and/or videotape me and my child, children or ward and further to display, use and/or otherwise exploit my or my child's, children or ward's name, face, likeness, voice, and appearance forever and throughout the world, in all media, whether now known or hereafter devised, throughout the universe in perpetuity (including, without limitation, in online web casts, on television including broadcast in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, without compensation, reservation or limitation, or further approval, and I agree to indemnify and hold harmless Funderdome, LLC for any claims associated with such grant and right to use. Funderdome, LLC is, however, under no obligation to exercise any rights granted herein.

4. PRIVACY POLICY. I agree and accept Funderdome's Privacy Policy as described at funderdome.net.

5. HOUSE RULES. I agree that I, and any minors or wards under my care, will abide by the following House Rules at all times while at Funderdome.

- Funderdome is a socks only facility within the main play area.
- RE-ENTRY IS NOT PERMITTED with a daily pass.
- Participants should use the equipment in a safe and responsible manner to prevent person injury and property damage.
- Access to the large equipment is restricted to those who meet the minimum height requirements.
- Jewelry and loose articles should be removed before entering the play area.
- Please alert staff to any medical condition that may require assistance.
- Parents or guardians assume full responsibility and liability for children, and themselves, while on the premises.
- Children should be accompanied all times by a parent or guardian.
- Funderdome is a non-smoking facility.
- Gum chewing is not permitted in the play area.
- Participants are not permitted to engage in hazardous play of any kind including running or fighting.
- Funderdome is not responsible for any lost, stolen, or damaged personal property brought into or stored on the premises.
- No food or drink allowed outside of the Café area-NO OUTSIDE DRINK ALLOWED INTO FUNDERDOME.
- Funderdome reserves the right to request anyone who violates these rules to leave the facility immediately
- Funderdome reserves the right to refuse admission to anyone.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN(S) REQUIRED UNDER FLORIDA STATUTES SECTION 744.301 YOU MUST READ AND UNDERSTAND BEFORE SIGNING

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD, CHILDREN OR WARD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF FUNDERDOME, LLC, AND ITS PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES; AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUB- CONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES (COLLECTIVELY, THE "RELEASED PARTIES") USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD OR WARD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S OR WARD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, FINANCIAL OR ECONOMIC LOSS AND INCLUDING DEATH, TO YOUR CHILD, CHILDREN OR WARD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD, CHILDREN OR WARD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Signature of Adult, Parent or Court Appointed Guardian

DATE: _____

Printed Name of Adult, Parent or Court Appointed Guardian

Street Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____

EMAIL ADDRESS: _____ DO NOT SEND PROMOTIONS []

Referred By: _____ (friend, advertisement, internet, birthday party, website, school, doctor, drive by)

All participants (children and wards), including adults, must be identified below.

| First Name | MI | Last Name | Date of Birth |
|------------|-------|-----------|---------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
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