



Waiver / Participation

Agreement

(Legal Guardian or Individual over the age of 18 must submit)

Inherently Risky Recreational Activity. May result in death or paralysis. Play at own risk

This Participation Agreement ("Agreement") is made and is effective as of the last date executed (hereinafter the "Effective Date" by and between PEds Play, LLC (hereinafter "PEds Play") and the Adult or guardian identified (hereinafter "Adult"), who is executing the Participation Agreement personally, and on behalf of themselves and any minor children specified below (the Adult and any minor children are collectively referred to hereinafter as the "Participants"). PEds Play and Participants are collectively referred to hereinafter as the "Parties."

WHEREAS, PEds Play owns and/or operates a recreational exercise and fitness center located at 361 Commercial Drive Suite A, Savannah, GA 31406 (hereinafter the "Exercise gym"); and

WHEREAS, PEds Play makes the exercise gym available to customers for recreational use and enjoyment, not as a service to the general public; and

WHEREAS, Participants desire to participate in ALL the recreational activities available at the Exercise Gym; and

WHEREAS Participants know, understand and acknowledge that the use of exercise equipment (including the exercise equipment at PEds Play), obstacle courses activities, services, or presence at the Exercise Gym (collectively "Use of PEds Play") constitutes an inherently risky recreational activity that is likely to result in serious injury (such as paralysis and death), damage to property, and injury to third parties; and

WHEREAS PEds Play will not make the Exercise gym available to Participants unless Participants are willing to take personal responsibility for any and all known and unknown injuries to Participants, damage to property, and injuries to their parties that may result from Participants's voluntary participation in ALL the recreational activities available at the Exercise gym and any of the other causes identified hereinafter.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants, conditions, representations, and agreements contained herein, as well as the cost of admission to the Exercise gym, the Parties hereby agree as follows:

1. Waiver and release of liability

Whether using equipment and/or the facilities or not, all Participants, on behalf of themselves, and their parents, spouses, children/wards, heirs, assigns, representatives, estates, successors, attorneys, insurers, and all other persons, firms, partnerships or corporations connected therewith (collectively referred to hereinafter as the "Releasing Parties"), fully, forever, finally, unconditionally and permanently waive, discharge, acquit and release PEds Play, and its present and former employees members, owners, directors, principals, subsidiaries, affiliates, representatives, predecessors, shareholders, successors, partners, agents, officers, assigns, servants, attorneys, suppliers, insurers, manufacturers, clients, customers, participants, and all other persons partnerships, firms, or corporations connected therewith (collectively referred to hereinafter as the "Released Parties"), to the fullest extent permitted by law, from and from all charges, debts, disputes, claims, demands, suits, causes of action, rights of action, sums of money, accounts, dues, liabilities, losses, expenses, and damages, absolute or contingent, known or unknown, whether or not asserted, alleged, threatened, or litigated, now existing or arising in the future, at law or equity, whether caused by the negligence of Released Parties or otherwise, that arise out of or relate in any way to Participants' use of the Exercise equipment and any of the other of the facility's activities and equipment at the Exercise Gym, and any claims for costs, expenses and attorneys' and expert fees associated therewith.

2. Assumption of Risk

Releasing Parties know, understand and acknowledge that the use of exercise equipment (including the exercise equipment at the Exercise Gym), obstacle courses, services, activities, or presence at the Exercise Gym, constitutes an inherently risky recreational activity that may result in serious injury (such as paralysis and death), injury to third parties, and damage to objects and/or property. Releasing Parties know, acknowledge and understand that these risks include but are not limited to, collisions with objects or people, falling off equipment, failed attempted stunts, and sudden and unforeseen malfunction of equipment. Releasing Parties hereby assume the risk both known and unknown of personal injury or death, injury to third parties, and damage to property that arises out of or relates in any way to the Participants' past, present, or future use of exercise equipment, obstacle courses, and the Exercise Gym's premises.

3. Indemnification

To the extent allowed by law, the Releasing Parties hereby indemnify and covenant to hold harmless and defend Released Parties from any and all charges, passive and active negligence, debts, disputes, claims, demands, suits, causes of action, losses, dues, sums of money, accounts, rights, of action, liabilities, expenses and damages, absolute or contingent, known or unknown, whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, whether caused by the negligence of Released Parties or otherwise, that arise out of or relate in any way to Participants' use of the Exercise Gym equipment and any other of the facilities at PEds Play, or based on or arising out of any breach of this Agreement, its covenants, warranties or representations, by the Releasing Parties, and any claims for costs, expenses and attorneys'/expert fees associated therewith.

4. Fitness to Participate

Participants represent that they: (1) are in good health, and in proper physical condition to participate in ALL activities on the Exercise Gym's premises; (2) Are NOT under the influence of alcohol, illicit or prescription drugs that would in anyway impair their ability to safely participate in any activity on the PEds Play premises (3) Do NOT have ANY preexisting conditions which would make Participants unfit to participate in ANY activity and use the PEds Play facility. It is the sole responsibility of all Participants to determine sufficiency of health, fitness and ability to participate in ANY activity at PEds Play.

5. Covenant Not to Sue

Releasing Parties hereby covenant not to sue Released parties on account of any and all charges, claims, disputes, debts, demands, suits, rights of action, dues, sums of money, accounts, causes of action, liabilities, losses, expenses, and damages, absolute or contingent, known or unknown, whether or not asserted, alleged, threatened, or litigated, now existing or arising in the future, at law or equity, whether caused by the negligence of Released Parties or otherwise, that arise out of or relate in anyway to Participants' use of PEds Play and any of the other facilities associated with the Use of PEds Play, and any claims for costs, expenses and attorneys' fees associated therewith.

6. Representations, Warranties, and Further Assurances

Adult represents and warrants that he/she was given ample opportunity to read and review this Participation Agreement. Adult further covenants, represents and warrants (1) that he/ she is the parent or legal guardian of the minor Participants, and (2) that Adult has and will maintain adequate medical or other insurance to pay and cover for any possible injury that may occur to Participants and/ or third parties that arise out of or relate in any way to Participants' use of the Exercise gym and any other Use of PEds Play, and (3) in the event of any injury, the Participants and/or third parties

insurance shall be used as the primary insurance and shall cover all costs, expenses, losses, and damages related to injuries arising from or commented in any way to Use of PEds Play, without any rights of subrogation. Participants further represent and warrant that they have read and MUST follow the rules of the Exercise Gym, and will cause other Participants (including minor children) to follow such rules, including without limitation to any safety video rules , rules conveyed orally, and any rules posted on signs within the Exercise Gym.

7. Integration

This Participation Agreement constitute the entire and only agreement and understanding between the Parties with respect to the subject matter hereof and may not be altered, enlarged , or abridged except by an agreement in writing executed by all of the Parties hereto .

8. Binding Nature of this Participation Agreement

The provision of this Participation Agreement shall be to the benefit and be binding upon, the Parties hereto and their respective successors and assigns. Participant understands that Participant has the chance to consult with an attorney about this Agreement and is otherwise signing it voluntarily.

9. Severability

All The provision of this Participation Agreement shall be considered as separate conditions and terms. In the event that any provision hereof is determined to be invalid, prohibited, or unenforceable by a court or other body of competent jurisdiction, this Participation Agreement shall be construed as if such prohibited, invalid, unenforceable provision had been more narrowly drawn so as not to be prohibited, invalid, or unenforceable. Notwithstanding the foregoing two sentences, in the event that any of the provisions of this Participation Agreement should be determined to be prohibited, invalid, or unenforceable, the validity, legality and enforceability of the remaining provision contained in this Participation Agreement shall not in any way be affected or impaired thereby.

10. Mediation and Arbitration

Any and all disputes, controversies or claims, arising out of or relating in any way to this Agreement, including but not limited to Participants use of the exercise equipment, the obstacle course or any Use of PEds Play shall be submitted to a formal mediation using a mediator or a comparative impartial third party, either appointed by the American Arbitration Association or any other mediator to which the Parties agree in writing. Mediation must commence within any applicable statute of limitations, and shall be deemed to commence when a Party notifies the agreed-upon mediator, in writing, of its request for mediation, the subject of the dispute, and the relief requested. Mediation shall be deemed to be in the nature of settlement negotiations and any dispute not otherwise satisfactorily resolved shall be subject to mandatory, final and binding arbitration. Either Party may initiate arbitration with respect to matters submitted to mediation by notifying the other Party, in writing and within ten days after the mediation is concluded, of its demand for arbitration. Unless otherwise agreed by the Parties, the mediator shall be disqualified from serving as an arbitrator in the case. Arbitration shall be the sole and exclusive forum for resolution of the dispute claim or controversy, and the award shall be in writing, state the reasons for the award, and be final and binding. Judgement thereon may then be entered in any court of competent jurisdiction. By signing this Agreement, the Participants, to the fullest extent permitted by law, agree to this Section and agree to settle disputes only by mediation and/or arbitration. Participants thereby waive their right to seek relief in a court of law and have any and all claims decided by a jury or a judge, or to maintain other available court action or administrative proceeding to settle Participants disputes

11. Attorney Fees for Breach of this Participation Agreement

In the event either Party hereto defaults in any of the covenants of agreements contained herein, including without limitation the tenth clause, the non prevailing Party shall pay all cost and expenses, including reasonable attorney's fees and expert fees, incurred by the prevailing Party as a result of this default

12 Acknowledgment of the Rules

Participant understands that in order to be present at participate in or USE of PEds Play, Participant must do the following (1) Sign this Agreement, (2) Watch all safety videos, and (3) read and abide by the rules and regulations prescribed by PEds Play. Participant agrees that Participant will ensure that any guest Participant brings to PEds Play signs PEds Play 's Waiver release form and completes the other steps required for Use of PEds Play. Participant understands that Participant is responsible for any guests Participant brings to PEds Play and therefore agrees to indemnify the Released Parties for any liability arising out of Participant guest's visit to or Use of PEds Play.

All participant MUST READ, UNDERSTAND AND FOLLOW all PEds Play rules. By signing this Agreement, you are representing and warranting that you have READ, UNDERSTAND AND WILL FOLLOW ALL PEds Play RULES.

13 Video, Photo, and Image Release

The Agreement gives PEds Play the exclusive rights and permissions to use all media captured on the the PEds Play premises, including but not limited to : security footage, photos, and videos, all of which can be used for any and all purposes including but not limited to publication in both printed and electronic media , internet, websites, advertisement and other promotional uses.

14. Subsequent Visits

This Agreement shall apply to ALL of the Participants' future visits to PEds Play.

In Witness Whereof, the Adult has signed this Participation Agreement as of the effective date below.

Any minor must have his or her parent or legal guardian sign this agreement before that minor can participate in any activities or Use of PEds Play. PEds play may rely completely on the representation made by an individual who claims to be the parent or guardian of a participant and shall not be obligated to independently verify whether or not such individual is in fact the parent or legal guardian or the participant. By signing this Agreement for yourself without a parent or guardian also signing, you are representing to Get Air that you are at least 18 years of age and that you agree to all of the above terms and conditions

Participant _____ Date of Birth _____

Adult / Guardian printed _____

Adult / Guardian signature _____ Today's Date _____

