

AGREEMENT, RELEASE AND WAIVER OF LIABILITY

IN CONSIDERATION FOR BEING ALLOWED TO ENTER AND PARTICIPATE IN OR TO ASSIST OTHERS IN PARTICIPATING IN JOEY'S OUTBACK ADVENTURES ("JOEY'S"), THE UNDERSIGNED, ON BEHALF OF MYSELF, AND/OR A MINOR CHILD OR WARD ("THE PARTICIPANT(S)"), HEIR, NEXT OF KIN, PERSONAL REPRESENTATIVE, SUCCESSOR OR ASSIGN, ACKNOWLEDGE, APPRECIATE, UNDERSTAND AND AGREE TO THE FOLLOWING:

1. ACTIVITIES AT JOEY'S MAY REQUIRE STRENUOUS EXERCISE AND VARYING DEGREES OF SKILL. I AND THE PARTICIPANT(S) ARE IN GOOD PHYSICAL CONDITION AND HAVE NO DISEASE OR INJURY THAT WOULD BE AGGRAVATED BY PARTICIPATING IN ACTIVITIES AT JOEY'S. THERE ARE RISKS OF INJURIES SUCH AS SCRAPES, BRUISES, CUTS, BUMPS, FRACTURES, OR EVEN MORE SERIOUS INJURIES SUCH AS PARALYSIS OR EVEN DEATH.
2. I UNDERSTAND THAT INFLATABLES, GAMES AND OTHER ACTIVITIES AT JOEY'S CAN BE DANGEROUS AND HAZARDOUS, INVOLVING RISK OF INJURY, INCLUDING DEATH, LOSS OR DAMAGE TO ME, THE PARTICIPANT OR OUR PROPERTY. I ACCEPT THAT THERE ARE ALSO OTHER RISKS THAT MAY ARISE FROM OTHER PARTICIPANTS' ACTIONS OR WHICH ARE NOT KNOWN OR REASONABLY FORESEEABLE.
3. I, FOR MYSELF AND THE PARTICIPANT(S) NAMED, WILLINGLY ASSUME ALL OF THE ABOVE RISKS ASSOCIATED WITH PARTICIPATION AND RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, INDEMNIFY AND COVENANT NOT TO SUE GOOD LIFE ENTERPRISES, LLC D/B/A JOEY'S OUTBACK ADVENTURES, ITS MEMBERS, MANAGERS, OFFICERS, AGENTS AND EMPLOYEES FOR ANY SUCH INJURY, LOSS OR DAMAGE ARISING OUT OF SUCH RISKS.
4. I, FOR MYSELF AND THE PARTICIPANT(S) NAMED, FURTHER RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, INDEMNIFY AND COVENANT NOT TO SUE GOOD LIFE ENTERPRISES, LLC D/B/A JOEY'S OUTBACK ADVENTURES, ITS MEMBERS, MANAGERS, OFFICERS, AGENTS AND EMPLOYEES FOR ANY INJURY, LOSS OR DAMAGE ARISING OUT OF THE ACTIONS, INACTIONS OR NEGLIGENCE OF OTHERS, THE RULES OF PLAY, OR THE CONDITIONS OF THE PREMISES OR OF ANY OF THE INFLATABLES OR EQUIPMENT USED.
5. I GRANT PERMISSION TO JOEY'S AND GOOD LIFE ENTERPRISES, LLC AND ITS' AUTHORIZED AGENTS TO USE NAMES, PHOTOGRAPHS, VOICE, VIDEOTAPES OR ANY OTHER RECORDING OF ME OR THE PARTICIPANT(S) IN THIS FACILITY TO BE USED ON JOEY'S OUTBACK ADVENTURES WEBSITE, IN PRINT MEDIA, PROMOTIONS, ADVERTISING OR FOR ANY OTHER LEGAL PURPOSE.
6. I, FOR MYSELF AND THE PARTICIPANT(S) NAMED BELOW, UNDERSTAND THAT TRAINED MEDICAL PERSONNEL ARE NOT ON STAFF AND CONSENT TO ALL EMERGENCY MEDICAL TREATMENT THAT MAY BE ADMINISTERED UNDER EXISTING CIRCUMSTANCES.
7. I REPRESENT THAT I AM THE PARENT OR LEGAL GUARDIAN AND OVER THE AGE OF 18, OF THE PARTICIPANT(S) NAMED BELOW OR I HAVE OBTAINED PERMISSION FROM THE PARENT/LEGAL GUARDIAN OF THE PARTICIPANT(S) TO EXECUTE THIS AGREEMENT ON THEIR BEHALF.
8. I HAVE CAREFULLY READ AND AGREE TO THE TERMS AND CONDITIONS ABOVE. I HAVE HAD THE OPPORTUNITY TO ASK ANY AND ALL QUESTIONS, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT, I ASSUME ALL RISKS AND WAIVE AND RELEASE ANY AND ALL SUBSTANTIAL RIGHTS TO LEGAL ACTION THAT I AND/OR THE BELOW NAMED PARTICIPANT(S) MAY HAVE OR POSSESS.

AGE

PARTICIPANT'S NAME

DATE OF BIRTH

PARENT OR LEGAL GUARDIAN

DATE

EMAIL (OPTIONAL)

SIGNATURE

EMERGENCY CONTACT

NUMBER

IF PROVIDING YOUR EMAIL ADDRESS MAY WE SEND YOU INFORMATION, INCLUDING DISCOUNT OFFERS AND OTHER SPECIAL EVENT OFFERS. YES _____ NO _____