

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Fun Time Adventures, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FTA"), I hereby agree to release, indemnify, and discharge FTA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that my participation in ax throwing, go cart racing and mini golf activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

I, the Participant, am aware and understand that all alcohol must be authorized and provided by FTA and outside alcoholic beverages are not permitted on the premises. I certify and represent that I am not intoxicated, impaired, or under the influence of drugs or alcohol at the time of signing this Waiver and Release and shall not become so while performing the Activity. Participant agrees to assume all risks, known and unknown, related to consuming alcohol prior to or during Participant's participation in the Activities and agrees to be fully responsible and liable for all claims, demands, damages, losses, injuries, liabilities, obligations, costs, or expenses of any kind which may arise due to Participant's consumption of such alcohol.

I, the Participant, expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

I, the Participant, hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FTA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use FTA's equipment or facilities, **including any such claims which allege negligent acts or omissions of FTA.**

I, the Participant, certify and represent that I am over 18 years of age, am of sound mind and body, and have no physical or mental impairment, illness, medical condition, limitation or disability that may affect my ability to safely perform the Activity. I acknowledge, accept, and assume the risk of any 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 participating in the Activity. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

Furthermore, FTA personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

Should FTA or anyone acting on their behalf, be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

In the event that I file a lawsuit against FTA, I agree to do so solely in the state of South Dakota, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

Print Name _____ DOB _____ Phone Number _____

Signature of Participant _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s)) being permitted by FTA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless FTA from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s).

Minor(s)Name _____ DOB(s) _____

Parent or Guardian Signature: _____ Print Name: _____ Date: _____