

RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING, YOU ARE GIVING UP LEGAL RIGHTS

This Release, Waiver of Liability, and Indemnification Agreement (Agreement) is entered into on the date this Agreement is executed by the Adult Participant as identified by signature below, and if any minor(s) is/are named below, the Adult Participant on behalf of and as parent or legal guardian for such Child Participant(s) as identified below in favor of Danbury Entertainment **Associates**, LLC (Xtreme Play) **and Ninja Republic, LLC**. Collectively and severally, Adult Participant and Child Participant, their heirs, successors, and assigns are hereinafter referred to as the Participant. In consideration of Xtreme Play permitting Participant to enter the Premises and participate in the Activities, as defined below, including any of those Activities that may occur in, about, or near 38 Mill Plain Road, Danbury CT 06884 (Premises) or any other premises owned or operated by Xtreme Play wherever located, Participant agrees as follows:

1. Nature of the Activities. Xtreme Play is an adrenaline park, which offers participants the opportunity to participate actively or passively, in family entertainment and adrenaline park related activities, including, but not limited to, jumping, tumbling, foam pit jumping, ninja warrior course, laser tag, soft play, ropes course, climbing wall, laser tag, bowling, spin zone, bumper cars, vr/cyber sports, arcades, exercising and other miscellaneous adventure activities, use of any equipment or attractions, instruction, training, classes, observation, use of the dining area, or party area use of any portion of the Premises, including, but not limited to, the associated sidewalks and parking lots, and any competition, event, or program sponsored by or affiliated with the Protected Parties as defined below in Section 5 of this Agreement, (collectively, "Activities"). Participants acknowledge that trampoline and adventure activities and the Activities above are active and vigorous and consequently, involve some risks of injury that are inherent in the Activities. Even though Xtreme Play (a) has designed the facility with safety in mind, (b) provides instruction in some Activities, (c) provides general supervision of some Activities, and (d) has developed rules and policies

that focus on safety, it is impossible to eliminate all risk and possibility of injury.

2. Types of Risks.

1. Risks Associated with Activities. Participant acknowledges there are inherent risks in and injuries that may occur from participating in the Activities, including, but not limited to, equipment malfunction; defective design or manufacture of equipment; improper or negligent installation of equipment; negligent maintenance of equipment; cuts; bruises; muscle strain; twisted or sprained ankles, knees, shoulders, or wrists; burns; dirt or other materials in eye; concussions; broken bones; physical or emotional injuries; landing wrong; over-exertion; failure of the attraction surface or attachments; being hit by a ball; collisions with other participants; erratic co-participant behavior; collisions with standards and supports; using improper form or technique; slipping, falling, or tripping; equipment failure; error of judgment by employees; paralysis, disability, or death; personal injury to third persons; or property damage. When participating in cyber or VR, the most common risk of injury is a seizure due to epilepsy. Due to the nature of the Activities, there are more hazards and risks than the foregoing, and there are also unknown and unforeseeable hazards. If you have any questions, please contact a manager before purchasing admission.

2. Exposure to Bacteria, Fungus, Virus and Unknown Contagious Diseases. By entering the Premises or when engaging in the Activities, there is a risk of exposure to bacteria, fungus, viruses, unknown contagious diseases and COVID-19, which notwithstanding governmental recommendations and the practices of Xtreme Play, cannot be eliminated. **CONSEQUENTLY, TO THE FULLEST EXTENT PERMITTED BY LAW, PARTICIPANT KNOWINGLY AND FULLY ASSUMES THE RISK OF, RELEASES, AND SHALL INDEMNIFY XTREME PLAY AND NINJA REPUBLIC, LLC FROM ALL CLAIMS (AS DEFINED IN SECTION 5 BELOW) OR BODILY INJURY RESULTING FROM PARTICIPANT'S EXPOSURE TO ANY BACTERIA, FUNGUS, VIRUS, UNKNOWN CONTAGIOUS DISEASES OR COVID-19 AND IN ANY WAY CONNECTED TO PARTICIPANT'S ENTRY INTO THE PREMISES**

OR ENGAGEMENT IN THE ACTIVITIES. FURTHER, ADULT PARTICIPANT ON BEHALF OF HIM/HERSELF AND THAT OF THE CHILD PARTICIPANT(S) CONSENTS TO HAVING THEIR TEMPERATURE TAKEN BY XTREME PLAY AND ACKNOWLEDGES THEY MAY BE DENIED ACCESS TO OR FORCED TO VACATE THE PREMISES IF THEY EVIDENCE SYMPTOMS OF EXPOSURE TO BACTERIA, FUNGUS, VIRUSES, UNKNOWN CONTAGIOUS DISEASES OR COVID-19 AS IDENTIFIED BY THE CENTER FOR DISEASE CONTROL AND PREVENTION.

3. Waiver of Liability.

1. Participant acknowledges on his/her own behalf and on behalf of any Child Participant(s) named below that Participant has read this Agreement in its entirety, acknowledges the inherent risks in participation in the Activities, which vary with each Activity, understands the demands of the Activities relative to Participant's physical condition and skill level, appreciates the types of injuries that may occur as a result of the Activities and their potential impact on Participant's safety, well being, and lifestyle, and asserts that despite these inherent risks, participation is voluntary. Participant further acknowledges that any Child Participant named below is the responsibility of and under the custody and control of the Adult Participant named below. **PARTICIPANT AFFIRMS AND REPRESENTS THAT PARTICIPATION IN THE ACTIVITIES IS VOLUNTARY AND ALL PARTICIPANTS KNOWINGLY, WITH UNDERSTANDING OF THE INHERENT RISKS AND POTENTIAL INJURIES RELEASE THE PROTECTED PARTIES FROM ALL LIABILITY DUE TO ANY INJURY OCCURRING AS A RESULT OF RISK INHERENT IN THE ACTIVITIES. BY SIGNING BELOW, PARTICIPANT ACKNOWLEDGES THAT THE PROTECTED PARTIES (AS DEFINED BELOW) WILL NOT HAVE ANY RESPONSIBILITY FOR ANY INJURY TO PARTICIPANT OR PAY FOR ANY COST OR EXPENSES INCURRED BY PARTICIPANT IF PARTICIPANT IS INJURED.**
2. Participant agrees to exercise ordinary and reasonable care and to not consume alcohol to the extent Participant's judgment is impaired. Participant understands the potential risks associated with the

consumption of alcohol and acknowledges Participant does not have and is not aware of any medical condition that would result in any injury or damage to Participant because of Participant's consumption of alcohol. Participant assumes the risks associated with alcohol consumption and takes full responsibility for Participant's own actions, safety, and welfare. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY FEES PAID BY PARTICIPANT FOR ENTRY INTO THE PREMISES, OR ANY REPRESENTATIONS MADE BY ANY EMPLOYEES, IN ABSOLUTELY NO EVENT WILL PARTICIPANT BE ALLOWED TO PARTICIPATE IN ANY ACTIVITIES ONCE THE PARTICIPANT HAS CONSUMED ANY ALCOHOL. THIS PROHIBITION WILL NOT BE WAIVED.**

4. Release of Claims. In full appreciation of the foregoing risks, and in consideration for the right to use, access and enjoy the Premises and voluntarily participate in the Activities, **TO THE FULLEST EXTENT PERMITTED BY LAW, PARTICIPANT AGREES NOT TO SUE AND RELEASES XTREME PLAY, DANBURY ENTERTAINMENT ASSOCIATES, L.L.C., NINJA REPUBLIC, LLC, THE LEGAL OWNER OF THE PREMISES, XTREME PLAY'S OWNER ("LANDLORD"), OWNERS MORTGAGEES AND MANAGEMENT COMPANY OF THE PREMISES, AND ANY OF THEIR AFFILIATES OR SUBSIDIARIES, RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, HEIRS, ASSIGNS, VOLUNTEERS, EQUIPMENT PROVIDERS, AND INSURERS OF ALL OF THEM (COLLECTIVELY, THE "PROTECTED PARTIES") FROM AND AGAINST ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, SUITS, CAUSES OF ACTION, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT OR OTHER COSTS) RELATING TO, RESULTING FROM, OR ARISING OUT OF OR ALLEGED TO HAVE ARISEN OUT OF (IN WHOLE OR IN PART) ANY BODILY INJURY TO, DISABILITY, OR DEATH OF PARTICIPANT OR DAMAGE TO OR LOSS OF PARTICIPANT'S PROPERTY (A) THAT MAY ARISE IN CONNECTION WITH PARTICIPANT'S USE OF THE PREMISES AND/OR DURING OR RELATING TO PARTICIPANT'S PARTICIPATION, WHETHER ACTIVELY OR PASSIVELY, IN THE ACTIVITIES (B) OCCURRING IN OR ABOUT THE PREMISES WHERE ANY OF THE**

ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE, OR IN TRANSPORTATION TO AND FROM ANY OF THE ACTIVITIES, (C) RESULTING FROM PERSONAL INJURY ARISING OUT OF , OR CAUSED DIRECTLY OR INDIRECTLY BY THE NEGLIGENCE OF THE PROTECTED PARTIES, (D) RESULTING FROM DAMAGE TO, LOSS OF, OR THEFT OF PERSONAL PROPERTY OF PARTICIPANT REGARDLESS OF WHETHER DUE TO THE NEGLIGENCE OF THE PROTECTED PARTIES, AND (E) RESULTING FROM THE CONSUMPTION OF ALCOHOL AT THE PREMISES BY PARTICIPANT OR ANY OTHER INVITEE OF XTREME PLAY. THE RELEASE CONTAINED IN THIS PARAGRAPH, INCLUDING ALL SUBPARTS, SHALL APPLY EVEN IF ANY SUCH INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE PROTECTED PARTIES OR PARTICIPANT.

5. Indemnity. PARTICIPANT AGREES TO INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS THE PROTECTED PARTIES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, SUITS, LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, LIENS, JUDGMENTS, SETTLEMENTS, PROCEEDINGS, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT OR OTHER COSTS) OF ANY NATURE WHATSOEVER FOR OR RELATING TO INJURY, DEATH AND/OR DISABILITY, BODILY INJURY OR PROPERTY DAMAGE IN ANY WAY RESULTING FROM, RELATING TO, OR CAUSED BY (WHETHER IN WHOLE OR IN PART) ANY OF THE FOLLOWING MATTERS (WHICH NECESSARILY INCLUDE ALL CLAIMS THAT DO OR MAY BELONG TO THE CHILD PARTICIPANT(S)): (A) PARTICIPANT'S ACTS, OMISSIONS OR PRESENCE ON OR ABOUT ANY PART OF THE PREMISES OR OTHER PREMISES WHERE ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE, (B) PARTICIPANT'S ACTIVE OR PASSIVE PARTICIPATION IN, OR OBSERVANCE OF, ANY OF THE ACTIVITIES; (C) ANY CLAIMS ARISING OUT OF THE NEGLIGENCE OF THE PROTECTED PARTIES, PARTICIPANT OR ANY GUEST OR INVITEE OF THE PROTECTED PARTIES, PARTICIPANT, OR ANY OTHER PERSON PARTICIPATING IN ACTIVITIES ON THE PREMISES (D) PARTICIPANT'S USE OF ANY FIXTURES, EQUIPMENT OR PERSONAL PROPERTY IN, ON OR ABOUT PREMISES OR OTHER PREMISES WHERE ACTIVITIES ARE

TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE, OR (E) PARTICIPANT'S CONSUMPTION OF ALCOHOL AT THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH, INCLUDING ALL SUBPARTS, WILL APPLY EVEN IF ANY SUCH INJURY, LOSS, DISABILITY, DEATH, OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE PROTECTED PARTIES OR PARTICIPANT, BUT WILL NOT APPLY TO THE EXTENT ANY SUCH INJURY OR DAMAGE IS CAUSED BY THE WILLFUL MISCONDUCT OF THE PROTECTED PARTIES.

6. Dispute Resolution.

1. Arbitration. Any dispute or claim arising out of or relating to this Agreement, breach thereof, the Premises, Activities, property damage (real or personal), personal injury (including death), or the scope, arbitrability, or validity of this arbitration agreement (Dispute) shall be brought by the parties in their individual capacity and not as a plaintiff or class member in any purported class or representative capacity, and settled by binding arbitration before a single arbitrator administered by the American Arbitration Association (A.A.A.) per its Commercial Industry Arbitration Rules in effect at the time the demand for arbitration is filed. Judgment on the arbitration award may be entered in any federal or state court having jurisdiction thereof. No award shall exceed the amount of the claim by either party and the arbitrator shall have no authority to award punitive or exemplary damages. If the Dispute cannot be heard by the A.A.A. for any reason, the Dispute shall be heard by an arbitrator mutually selected by the parties. If the parties cannot agree upon an arbitrator, then either party may petition an appropriate court to appoint an arbitrator. Arbitration and the enforcement of any award rendered in the arbitration proceedings shall be subject to and governed by 9 U.S.C. § 1 et seq. If either party files suit in violation of this paragraph (except to toll the statute of limitations), such party shall reimburse the other for their costs and expenses, including attorneys' fees, incurred in seeking abatement of such suit and enforcement of this paragraph.

2. Waiver Of Jury Trial. TO THE EXTENT PERMITTED BY LAW, ADULT PARTICIPANT ON BEHALF OF HIM/HERSELF AND THE CHILD

PARTICIPANT AND XTREME PLAY KNOWINGLY, WILLINGLY, AND VOLUNTARILY, WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES, AFTER CONSULTING WITH COUNSEL (OR AFTER HAVING WAIVED THE OPPORTUNITY TO CONSULT WITH COUNSEL) AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY DISPUTE AND TO RESOLVE ANY AND ALL DISPUTES THROUGH ARBITRATION. THE RIGHT TO A TRIAL BY JURY IS A RIGHT PARTIES WOULD OR MIGHT OTHERWISE HAVE HAD UNDER THE CONSTITUTIONS OF THE UNITED STATES OF AMERICA AND THE STATE OF CONNECTICUT.

7. Misc. Terms. Participant expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Connecticut and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. However, Participant specifically agrees that all terms and conditions are to be enforced and Participant specifically waives any statute or other right of any type, which would invalidate the enforceability of any provision or portion of a provision of this Agreement. Venue for any action brought hereunder or due to Participant's use of the Premises or participation in the Activities shall lie in the State of Connecticut. The substantive laws of the State of Connecticut shall apply. By signing below, Participant authorizes Xtreme Play to communicate with Participant via email with updates, news, advertisements, and offers. Wherever any words are used herein in the masculine or feminine gender, they shall be construed as though they were also used in another gender in all cases where they would so apply.
8. **Acknowledgment & Understanding.** Participant represents to the Protected Parties that Participant thoroughly understands this is a complete and final release and indemnity agreement, that Participant is voluntarily entering into this Agreement, and no representations, promises, or statements made by any of the Protected Parties has influenced Participant in signing this Agreement. Participant agrees that there are no oral agreements, representations, promises, or warranties that are not expressly set forth herein and that Participant is not relying on any statements or representations of the Protected Parties that are not expressly contained herein. Participant acknowledges that Participant has read this Agreement in its entirety, fully understands its terms, and understands that

he is giving up substantial rights herein, including his right to sue. Participant acknowledges that Participant is signing this Agreement freely and voluntarily, and intends by Participant's signature, to completely and unconditionally release the Protected Parties from all liability due to their Negligence and all liability due to the inherent risks associated with participation in the Activities to the greatest extent permitted by the law. Such release of liability may be modified in writing and upon payment of an additional fee. **If Participant has any questions, Participant is encouraged to speak to an attorney prior to signing this document.**

9. **License.** For good and valuable consideration the receipt of which is hereby acknowledged, Adult Participant on behalf of him/herself and the Child Participant irrevocably grants Xtreme Play, **Ninja Republic, LLC**, Danbury Entertainment **Associates**, L.L.C. and all of the, affiliates, and corporate stores of Danbury Entertainment **Associates**, L.L.C. (collectively and severally, Company) and Company's assigns, licensees and successors the right to use all or a portion of my image (including real and personal property owned by me) and name in all forms and media including composite or modified representations for all purposes, including advertising, trade or any commercial purpose throughout the world and in perpetuity. **ADULT PARTICIPANT ON BEHALF OF HIM/HERSELF AND THE CHILD PARTICIPANT WAIVES THE RIGHT TO INSPECT OR APPROVE VERSIONS OF IMAGES USED FOR PUBLICATION OR THE WRITTEN COPY THAT MAY USED IN CONNECTION WITH THE IMAGES. ADULT PARTICIPANT ON BEHALF OF HIM/HERSELF AND THE CHILD PARTICIPANT RELEASE COMPANY AND COMPANY'S ASSIGNS, LICENSEES AND SUCCESSORS FROM ANY CLAIMS THAT MAY ARISE REGARDING THE USE OF MY STATEMENTS OR IMAGES INCLUDING ANY CLAIMS OF DEFAMATION, INVASION OF PRIVACY, OR INFRINGEMENT OF MORAL RIGHTS, RIGHTS OF PUBLICITY OR COPYRIGHT.** Company is permitted, although not obligated, to include my name as a credit regarding the image. Company is not obligated to utilize any of the rights granted in this Agreement.
10. Authority. **IF I AM SIGNING THIS DOCUMENT ON BEHALF OF MY SPOUSE, CHILD, FAMILY MEMBER, FRIEND, MINOR CHILD, OR OTHER PERSON, I EXPRESSLY WARRANT AND REPRESENT TO XTREME PLAY THAT I HAVE SUCH PERSON'S ACTUAL AND IMPLIED AUTHORITY TO EXECUTE THIS**

**AGREEMENT ON THEIR BEHALF, INCLUDING, BUT NOT LIMITED TO, THE
ARBITRATION CLAUSE, WAIVER AND RELEASE, INDEMNITY
AGREEMENT, AND LICENSE. BY SIGNING BELOW I AGREE TO
INDEMNIFY AND DEFEND THE PROTECTED PARTIES FROM AND
AGAINST ALL CLAIMS OR LIABILITIES RESULTING FROM OR RELATING
TO ANY INSUFFICIENCY OF THE UNDERSIGNED'S LEGAL CAPACITY OR
AUTHORITY TO ACT FOR OR ON BEHALF OF THE CHILD PARTICIPANT(S).
I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT. I
HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AGREE TO BE
BOUND BY ITS TERMS.**

Guardian /Parent Please Sign Here _____

Under 18 please sign here _____