

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration of the services of ....., its employees and agents (collectively,“.....”), I agree to release, hold harmless and indemnify Big Fun Leisure, on behalf of myself and my family members, Partners, heirs and assigns as follows:

1. I acknowledge that riding a mechanical bull or mechanical surf machine entails risks that could result in physical or emotional injury, paralysis, death, or injury or damage to me, to property, or to third parties. I understand that the risks cannot be eliminated without jeopardizing the essential qualities of the activity. The risks could result in musculoskeletal injuries, including head, neck, and back injuries.

2. I accept and assume all the risks of participatin in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I release and agree to indemnify and hold harmless.....from any claims that are in any way connected with my participation in this activity or my use of .....equipment or facilities, including claims that ..... was negligent. However, I do not release any claims related to intentional or reckless acts by .....

4. I have adequate insurance to cover any injury or damage I may cause or suffer while participating or I agree to bear the costs of any injury or damage.

5. I agree that, If I bring a lawsuit against....., I will do so solely in the state of Georgia and the substantive law of Georgia will apply in that lawsuit without regard to the conflict of law rules. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if that anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ..... on the basis of any claim from which I have released them. I have had sufficient opportunity to read this agreement. I have read and understood it, and agree to be bound by its terms.**

Signature of Participant: .....

Print Name of Participant:.....Date: .....

### **PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)**

In consideration of ..... (“Minor”) being permitted by ..... to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ..... from all claims which are brought by or on behalf of Minor and which are in any way connected with Minor's use or participation. I have full authority to sign this agreement on behalf of Minor.

Signature of Parent or Guardian .....

Print Name of Parent or Guardian:.....Date: .....