

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK  
AND INDEMNITY AGREEMENT**

**Participant Information**

Date: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Phone: \_\_\_\_\_

Full name ("Participant"): \_\_\_\_\_

Driver's License #: \_\_\_\_\_ Email Address: \_\_\_\_\_

**READ THIS CAREFULLY- IT AFFECTS YOUR LEGAL RIGHTS**

This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement for an Adult (this "Release") by and between Participant and XBK Management LLC (d/b/a Xtreme Action Park), MDG Powerline, LLC, Dunkin Properties, LLC, Dezer Powerline, LLC, Powerline Industrial Center Condominium Association, Inc., and their respective members, managers, employees, shareholders, officers, agents, affiliates, and assigns (collectively, "XBK" and together with Participant referred to as "the parties") is effective from the date of execution of this Release ("Effective Date") to twelve (12) months from the Effective Date for all future entrances to 5300 N. Powerline Road, Fort Lauderdale, Florida 33309 (the "Premises"). Participant fully understands and acknowledges that he/she is 18 years of age or older and has read and fully understands Xtreme Action Park Rules, and is choosing to participate in any and all available recreational activities, provided herein, offered on the Premises. Participant fully understands and acknowledges that there are inherent risks and dangers associated with participation in go-karting, bowling, ropes course, arcade, zip line, airsoft arena, paintball arena, laser tag, mini golf, golf simulator, bumper cars, simulated skiing machine, simulated sky diving machine, rock wall, roller skating, bounce house, trampolines, escape room, haunted houses, dodge ball, roller derby, bazooka blast, amusement carnival rides, mini bikes, skateboarding, and/or any other activity provided for on the Premises (the "Activities") and that Participant has voluntarily chosen to participate in such Activities. Participation in Activities at Xtreme Action Park can result in physical or emotional injury including but not limited to: sprains, contusions, abrasions, fractures, bumps, bruises, cuts, soft tissue damage, dislocations, pinched fingers and/or nerve, spine, head, shoulder, neck damage, ~~paralysis, quadriplegia, death~~, damage to Participant, to property, or to third parties.

Risks associated with Activities can derive from but are not limited to: injury directly or indirectly associated with exposed springs, hooks, frames and/or other equipment, lighting conditions, lack of supervision, lack of, failure of, or defects in protective padding, mats, netting, harnesses, and/or other safety equipment, slipping and falling by Participant or others, collision with others or with objects; incomplete warnings and/or instructions, negligence and/or omissions committed by XBK, by other persons, or by Participant.

These risks and dangers may be either inherent in the activity of participating in such Activities, and/or may be caused by the negligence of Participant, and/or other participants, XBK, its employees, officers, agents or representatives. Participant knowingly and voluntarily assumes all risks and dangers, as well as any and all responsibilities for losses and/or damages while participating in the Activities, whether caused in whole or in part by the negligence or other conduct of XBK and/or its employees, officers, agents, representatives, or by another person. Further, there may be risks not known to Participant or reasonably foreseeable at the time of the Activities. Participant understands and has considered the risks involved and voluntarily and freely chooses to assume those risks.

I, the undersigned Participant on behalf of myself, my spouse, heirs, executors and administrators:

- acknowledge that the basic operation of the Activities I choose to participate in at the Premises have been fully and adequately explained. I represent that I am physically and mentally fit to participate in the Activities, have no current or past medical condition (including but not limited to heart or hearing conditions, back problems, pregnancy, seizures, paralysis, restrictive use of arms or legs), and am not, nor at the time I participate will I be, under the influence of alcohol or drugs (legal or illegal). If at any time I believe conditions to be unsafe or that I am no longer in proper physical condition to participate in the Activities, I will immediately discontinue further participation in the Activities;
- knowingly and voluntarily agree to RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY XBK from any and all claims, loss, legal liability, damage, costs (including legal fees), suits or causes of action for bodily injury, property damage, medical expenses, wrongful death or any other claim otherwise arising out of my participation in any and all Activities, including but not limited to, negligence, strict liability, breach of contract or any other act or omission of myself or any other participants;
- hereby consent to receive medical treatment which may be deemed necessary in the event of any illness, accident, injury or medical emergency resulting from or in connection with my participation in the Activities and understand that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation;

- waive liability against XBK in connection with actions or inactions taken to provide first aid treatment and this provision is intended to be as broad and inclusive as is permitted by the laws of the State Florida;
- understand that while participating in the Activities, I may be filmed or photographed. I hereby grant XBK, without limitation, the right to use my name and likeness in connection with the Activities for any publicity without compensation or permission;
- allow XBK to collect and store the data I am submitting in this Release;
- acknowledge and agree to comply with Xtreme Action Park's rules and regulations that are posted throughout the Premises and on its website at <https://xtremeactionpark.com/park-rules-regulations/>. I understand that I may be denied access to any activity or may be required to leave the Premises for failure to follow any of Xtreme Action Park's rules; and
- acknowledge and agree that by signing below I am purchasing services from XBK and allow XBK to charge my credit card for all services rendered while at Xtreme Action Park, including but not limited to any incidentals incurred. I agree to not file chargeback claims against XBK for any incidentals charged regarding my visit to Xtreme Action Park.

**Severability:** Should any provision of this Release be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Release shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Release, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though originally set forth in this Release. Any such court is expressly authorized to modify any such unenforceable provision of this Release in lieu of severing such unenforceable provision from this Release in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Release or making such other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied herein to the maximum extent permitted by law. This Release as so modified by the court shall be binding upon and enforceable against that parties and, in any event, should one or more of the provisions of this Release be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and if such provision or provisions are not modified as provided above, this Release shall be construed as if such invalid, illegal or unenforceable provision had not be set forth herein.

**Governing Law, Jurisdiction and Venue:** This Release, for all purposes, shall be construed in accordance with the laws of Florida without regard to conflicts-of-law principles. Any action or proceeding to enforce this Release shall be brought only in any state or federal court located in the state of Florida, county of Broward. The parties hereby willingly and irrevocably submit to the exclusive jurisdiction of the courts located in Broward County and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THIS RELEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

**Captions:** Captions and headings of the sections and paragraphs of this Release are intended solely for convenience and no provision of this Release is to be construed by reference to the caption or heading of any section or paragraph.

**BY MY EXECUTION HEREOF, I REPRESENT AND WARRANT THAT I AM LEGALLY COMPETENT, OF LAWFUL AGE, AND HAVE READ THIS RELEASE AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE, AND I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL. I HAVE SIGNED THIS RELEASE FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTY BEING MADE TO ME AND IF I HAVE DOUBTS CONCERNING THE CONTENTS OF THIS RELEASE, I WILL CONSULT AN ATTORNEY BEFORE SIGNING IT. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAWS OF THE STATE OF FLORIDA.**

**Name of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 (Please Print Legibly)

**Signature of Participant:** \_\_\_\_\_