

EXCELLENT ENTERTAINMENT ENTERPRISES, LLC.
PERPETUAL PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

General Terms: Excellent Entertainment Enterprises, LLC. A Minnesota Limited Liability Company, operates entertainment facilities under the name Grand Slam Coon Rapids. These facilities offer various types of equipment for recreational use. I have had an opportunity to inspect the facilities and equipment and I fully understand the various recreational activities offered. I understand that the equipment and activities offered by Grand Slam Coon Rapids do not constitute a public service or an essential service or program, but rather provide voluntary recreational activities of the type that can be obtained through similar programs at other facilities. My choice to use the equipment and participate in the recreational programs at Grand Slam Coon Rapids are entirely voluntary.

In consideration of being allowed to use the facilities and equipment at Grand Slam Coon Rapids, I, on behalf of myself and my minor child or legal ward, agree to the following terms:

Assumption of Risk: I and/or my minor child or legal ward will be using various equipment and engaging in various recreation activities at Grand Slam Coon Rapids. I understand this equipment exposes participants to certain inherent and serious risks. I further recognize that the use of the ninja course system exposes participants to additional risks including, but not limited to, falling, muscle sprains, broken bones, bruise, cuts, or other injuries. The risks associated with the use of this equipment involve certain dangers that can not be completely avoided or eliminated, and may result in serious injury and/or potential death or disability. To the maximum extent allowed by law, I, and on behalf of my minor child or legal ward name below, **ASSUME ALL RISKS** for any property damage, personal injury, death or disability that may result from the use of this equipment including those arising from ordinary negligence of the Releasees who are identified hereafter.

Release and Waiver of Liability: In consideration of being permitted to participate in the activities and to use the recreational equipment, including the ninja course at Grand Slam Coon Rapids, I and/or my minor child or legal ward do hereby voluntarily release, waive, and discharge all claims, law suits, and demands that I or my minor child or legal ward has or may have in the future against Excellent Entertainment Enterprises, LLC., Grand Slam Coon Rapids, or any of its officers, directors, employees, agents or representatives, and their successors and assigns, collectively referred to herein as ("Releasees") arising out of any damage, loss, personal injury, death or disability to me or my minor child or legal ward while using any of the equipment or participating in any of the activities offered at Grand Slam Coon Rapids facilities. This Release is valid and effective whether the damage, loss personal injury, death or disability is the result of any act or omission on the part of the Releasees or from any other cause. This Release and Waiver of Liability includes, but is not limited to, any property damage, personal injury, death or disability that may occur as a result of misuse of the equipment or facility by anyone, use of any of the equipment that malfunctions or breaks, improper inspection or maintenance of the facilities, grounds or equipment, any claimed inadequate instruction or supervision, or any slipping, tripping and/or falling while in the facility or on the surrounding premises, including all of those arising from negligent acts or omission of Releasees.

In accordance with Minnesota law, nothing in this Assumption of Risk, Waiver and Release of Liability Agreement should be construed as assuming any risk, or waiving or releasing any claims I or my minor child or legal ward may have for gross negligence, willful or wanton misconduct, or reckless or intentional acts by or on behalf of the Releasees.

Perpetual Effect of this Document: I agree that this Assumption of Risk, Waiver and Release of Liability Agreement extends into the future and covers any and all visits for which this Agreement applies, as well as any return or repeat visits by either myself, my minor child, or my legal ward for whom I am responsible.

Severability: On behalf of myself, my minor child and/or my legal ward, I agree that if any portion of this Assumption of Risk, Waiver and Release of Liability Agreement is found to be void or unenforceable, the remaining provisions of this document shall remain in full force and effect.

I UNDERSTAND THAT BY EXECUTING THIS AGREEMENT I AND MY MINOR CHILD AND/OR LEGAL WARD ARE GIVING UP ANY RIGHT TO BRING A LEGAL ACTION OR ASSERT THE CLAIM AGAINST EXCELLENT ENTERTAINMENT ENTERPRISES, LLC., GRAND SLAM COON RAPIDS, AND ALL OTHER RELEASEES IDENTIFIED HEREIN, FOR NEGLIGENCE OR FOR ANY DEFECTIVE PRODUCT ON THE PREMISES.

MUST BE AT LEAST 18 YEARS OLD TO FILL OUT THIS SECTION (All minors must be listed below)

Signature of Adult Participant (At least 18 years old) or Parent/Guardian: _____

Print Name: (Adult Participant or Parent/Guardian): _____

If not staying on site, please provide a phone number: _____

Today's Date: _____ Parent/Guardian and/or Adult Participant DOB (MM/DD/YYYY): ___/___/___

Birthday Party Name (If Applicable): _____

Birthday Party Start Time (If Applicable): _____

Minor Name: _____ DOB (MM/DD/YYYY): ___/___/___

Minor Name: _____ DOB (MM/DD/YYYY): ___/___/___

Minor Name: _____ DOB (MM/DD/YYYY): ___/___/___

Minor Name: _____ DOB (MM/DD/YYYY): ___/___/___