

X-ARENA and EXCITE, INC. RELEASE AND WAIVER OF LIABILITY
READ THIS DOCUMENT, BY SIGNING IT, YOU ARE GIVING UP LEGAL RIGHTS.
In consideration for being permitted in X-ARENA of Thornton, CO.

Name: _____ Today's Date: _____
PARENT/Guardian or PARTICIPANT if over 18 years old.

Please Note: A Legal Guardian is a person who has been appointed by a judge to care for a minor child.
Please bring documentation to support your guardianship.

Street Address of Participant _____ City _____ State _____ Zip _____

Emergency contact # _____ Email Address (*Be notified about special events) _____

Please Initial

ASSUMPTION OF RISK: I agree that I am and/or my child/ward is voluntarily participating in the activities offered by X-Arena. and Excite, Inc. are including but not limited to, the use of the equipment, facilities, and premises. The activities offered will include jousting with padded sticks, climbing ladders, swinging on ropes and rings, bouncing off exercise balls, climbing cargo nets, among other personal physical challenges and balancing games. These activities include inherent risks such as the possibility of slips, falls, rope burns, pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe potentially life- threatening injuries. You accept and assume all of these inherent risks, your participation is completely voluntary, and you have elected to participate with full awareness of the risks. I understand and accept the above risks of bodily injury related to this activity.

RELEASE OF LIABILITY: In consideration of being permitted to participate in activities offered at X-Arena, you for yourself as a Participant or as parent or legal guardian of a minor Participant and also on behalf of your spouse, legal representatives, heirs and assigns hereby release, waive, discharge and indemnify X-Arena and Excite, Inc. its officers, directors, employees, volunteers, landlords, and agents and/or anyone else directly or indirectly connected with the company, from any and all loss, liability, damage or cost resulting from injury to the Participant's person or his or her property, whether caused by the negligence of X-Arena or its employees or otherwise, while Participant is engaged in any of the activities offered by X-Arena. I expressly release and discharge from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury or death to me and/or my child/ward while participating in any of the activities, offered at X-Arena. This release is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of Releases or from any other cause. This Waiver and Release of all liability includes, without limitations, injuries, illness, or accidents, which may occur as a result of (a) equipment (b)instruction or supervision, or (c) slipping and falling while in the facility or on the surrounding premises. I understand that I voluntarily give up my right to sue the above mentioned parties.

You certify that you have ADEQUATE HEALTH INSURANCE to cover any injury or damage the participant may cause or suffer while participating, or else you agree to bear the full cost of such injury or damage yourself. Except as specifically disclosed below, you have no medical or physical conditions that could interfere with your safety or the safety of others in the activities offered by X-Arena you assume and bear all risks that may be created, directly or indirectly, by any such condition. The Participant is physically fit and you know of no medical or health reason why the Participant should not participate in the activities offered by X-Arena.

Participant must follow all instructions given by an X-Arena instructors, and the Participant may not take part in any activity unless expressly approved by an X-Arena instructor.

The Participant must wear all safety equipment required by an X-Arena for each event, such as head protection, and harnesses. All equipment straps and fasteners must be secured by an X-Arena instructor only.

Any photography, video, or audio taken at or during X-Arena activities by X-Arena Employees or by any other venue will be owned by X-Arena and may be used for promotional use without compensation to the Participants.

Absolutely No alcohol, drugs use, smoking or foul language is permitted at any time on X-Arena's premises or at any activities conducted by X-Arena. If a participant arrives at an event intoxicated, no participation will be allowed and no monies will be refunded.

X-Arena has the right to suspend or terminate any Participant or group of Participants for violation of X-Arena's policies or rules. **No refunds will be made in such case.**

This Registration, Release and Acknowledgement of Risk is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I agree that I will NOT now or in the future attempt to replicate and/or reverse engineer any of X-Arena's games, concepts, events, apparatus, neither for business or private use.

Do you (or your minor Participant/s) have any medical problems we should know about?

Yes _____ No _____ If yes, please explain:

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT YOU MAY HAVE ON BEHALF OF MYSELF AND/OR MY CHILD/WARD TO BRING LEGAL ACTION OR ASSERT CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST X-ARENA AND EXCITE, INC. IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY X-ARENA / EXCITE, INC. OR ITS AFFILIATES. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE ABOVE, BEEN GIVEN OPPORTUNITY TO ASK QUESTIONS, CONSIDERED ITS EFFECTS, UNDERSTAND THIS ENTIRE DOCUMENT AND AGREE TO BE BOUND BY ITS TERMS.

IF PARTICIPANT IS UNDER EIGHTEEN (18)I have read the above, been given opportunity to ask questions, considered its effects, understand its content, and agree, on behalf of myself and my child/ward, to the terms stated above. I will further indemnify the Releasees against any damages incurred as a result of any action by my child/ward including attorney's fees and costs.

X

Signature of PARENT/Legal Guardian or PARTICIPANT if over 18 years old

Name of Child Participant (Please Print)

Name of Child Participant (Please Print)

Name of Child Participant (Please Print)

Name of Child Participant (Please Print)