

RELEASE AGREEMENT

As legal guardian of _____, (hereafter referred to as "Releasor"), I recognize what potentially severe injuries, including permanent paralysis or death can occur in all attractions at Gizmos Fun Factory, including, but not limited to, Laser Tag, Juke N Box, Sky Trail (Ropes Course), Go-Karts, Bumper Cars, Ballocity, and Climbing Walls, and all other activities. Being fully aware of these dangers, I voluntarily consent to the aforementioned person(s) participating in any and all Gizmos Fun Factory (hereinafter referred to as "Gizmos") attractions and activities and **I ACCEPT ALL RISKS** associated with that participation.

In consideration of being permitted to participate in activities at Gizmos, on behalf of Releasor and our respective heirs, legal representatives and assigns, I hereby release, waive and discharge Orland Park FEC LLC d/b/a Gizmos, its officers, directors, shareholders, employees and agents from all liability to the Releasor, their respective heirs, administrators, executors, and successors, for any and all loss or damage, in any claim or damages resulting therefrom, on account of injury to child, person or property, even injury resulting in death of the Releasor, whether caused by the negligence of Gizmos or otherwise while the Releasor is participating in any activity at the Gizmos facility.

In consideration of being allowed to participate in any or all of the services and activities, including, but not limited to, those set forth in this Agreement and any related events and activities, the undersigned acknowledges, appreciates, and agrees that: (1) Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, (2) Participant for myself, and/or on behalf of my spouse, and minor child(ren)/ward(s) KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and, (3) agree to comply with the stated and customary terms and conditions for participation with respect to protection against infectious diseases and if I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest management employee immediately; and (4) that I, as parent/guardian, with legal responsibility for any minor participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against infectious diseases; and, (5) I, for myself and/or on behalf of my spouse, and minor child(ren)/ward(s) as well as on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS SCHERERVILLE Orland Park FEC LLC, its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, owners, parent companies, affiliated entities and lessors of premises ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

Releasor agrees to indemnify Orland Park FEC LLC d/b/a Gizmos, its officers, directors, shareholders, employees and agents from any loss, liability, damage or cost they may incur due to

the presence of Releasor in or upon the Gizmos facility, whether caused by the negligence of Gizmos or otherwise.

Releasor expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Illinois, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I further release all employees of Gizmos from any claim whatsoever on account of first aid, treatment or service rendered during my participation in activities at the Gizmos facility. In the event of an emergency I would like to be taken to a hospital for medical treatment and I hold Gizmos and its representatives harmless in their execution of this action.

By your attendance at Gizmos, you are granting your permission for you and Releasor to be filmed, videotaped, audiotaped or photographed by any means and are granting full use of your likeness, voice and words without compensation.

This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

Releasor further states that he/she has carefully read the foregoing release and knows the contents thereof and signs this release as his/her own free act.

In witness whereof, releaser has executed this release on the _____ day of _____, 20____.

Signature of Legal Guardian

Child's Name _____ Date of Birth _____

PARENT/LEGAL GUARDIAN _____ Date _____

Address _____

City _____ State _____ Zip _____

Email _____

Medical conditions or allergies we should be aware of? _____

Emergency Contact Person _____ Phone _____