

Makutu's Island CUSTOMER RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, & INDEMNIFICATION AGREEMENT. PLEASE READ THIS DOCUMENT CAREFULLY, BY SIGNING, YOU ARE GIVING UP LEGAL RIGHTS (You can also sign this online at <https://www.makutuisland.com/visit-us/rules/>)

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement (the "Agreement") is entered into on the date this Agreement is executed by the Adult Participant as identified by signature below, and if any minor(s) is/are named below (each a "Child Participant"), on behalf of and as parent or legal guardian for such Child Participant(s) as identified below in favor of Happy Zone LLC dba Makutu's Island as well as its members, officers, affiliates, parents, subsidiaries, predecessors, successors, and assigns (collectively Makutu's Island"). Collectively and severally, Adult Participant and Child Participant are referred to as the "Participant" or "Participants". In consideration of Makutu's Island permitting Participant to enter the Premises and participate in the Activities, as defined below, including any of those Activities that may occur in, about, or near 6919 W Ray Rd Chandler AZ 85226 (the "Premises") or any other premises wherever located, the undersigned agree as follows: 1. Nature of the Activities. Makutu's Island is a family fun center, which offers Participants the opportunity to participate actively or passively, in a number of climb, crawl, slide, bungee, zip tracker, trampoline and adventure related physical activities. Some of the activities that may be available at Makutu's Island are general jumping, bungee, slides, tunnels, aerobics, soft play, ropes course, arcades, exercising and other miscellaneous trampoline and adventure activities, use of any equipment or attractions, instruction, training, classes, observation, use of the locker room area, use of the dining area, use of , use of any portion of the Premises, including, but not limited to, the associated sidewalks and parking lots, and any competition, event, or program sponsored by or affiliated with the Protected Parties as defined below in Section 5 of this Agreement, (collectively, "Activities"). The Activities are active and vigorous and consequently, involve risks of injury that are inherent to the active and vigorous undertakings. Even though Makutu's Island (a) has designed the facility with safety in mind, (b) provides instruction in some Activities, (c) provides general supervision of Activities, and (d) has developed rules and policies that focus on safety, **it is impossible to eliminate all risk and possibility of injury.**

2. Types of Risks. By signing below, Participant acknowledges there are inherent risks in participating in the Activities, including, but not limited to, cuts, bruises, muscle strain, twisted or sprained ankles, knees, shoulders, or wrists, burns, dirt or other materials in eye, concussions, broken bones, physical or emotional injuries, paralysis, death, disability or other injury or damage to Participant, property or to third persons. Inherent risks involved in participation in the Activities include landing wrong, over-exertion, failure of the surface or attachments, being hit by a ball, collisions with other participants, collisions with standards and supports; tumbling, using improper form or technique; over-exertion, muscle strains, erratic co-participant behavior, slipping, falling, tripping, equipment failure, and error of judgment by staff members. Due to the nature of the Activities, there are more hazards and risks than the Inherent Risks, and there are also unknown and unforeseeable hazards. The risks identified above are referred to collectively as the "Inherent Risks". **BY SIGNING BELOW, PARTICIPANT ACKNOWLEDGES THE INHERENT RISKS OF THE ACTIVITIES AND THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION OR EXPERTISE CAN ELIMINATE THE INHERENT RISKS AND DANGERS ASSOCIATED WITH THE ACTIVITIES.**

3. Types of Potential Injuries. Potential Injuries from participation in the Activities include: (A) minor Potential Injuries, including but not limited to, muscle strains and sprains, bruises, abrasions, and contusions; (B) serious Potential Injuries including but not limited to broken bones, ligament and joint damage, concussions, and eye injuries; and (C) catastrophic Potential Injuries including but not limited to brain injury, paralysis, heart attack, stroke, and death ("Potential Injuries"). **BY SIGNING BELOW, PARTICIPANT ACKNOWLEDGES THE POTENTIAL INJURIES ASSOCIATED WITH THE ACTIVITIES AND THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION OR EXPERTISE CAN ELIMINATE THE INHERENT DANGERS OR RISK OF POTENTIAL INJURIES ASSOCIATED WITH THE ACTIVITIES.**

4. Assumption of Risks. A. Participant acknowledges on his/her own behalf and the Child Participant(s) that Participant has read this Agreement in its entirety, acknowledges the Activities contain inherent risks and risk of Potential Injuries, which vary with the activity, understands the demands of the Activities relative to Participant's physical condition and skill level, appreciates the Potential Injuries and other Potential Injuries may occur as a result of the Activities and their potential impact on Participant's safety, well-being, and lifestyle, and asserts that participation is voluntary. **PARTICIPANT AFFIRMS AND REPRESENTS THAT PARTICIPATION IN THE ACTIVITIES IS VOLUNTARY AND ALL PARTICIPANTS KNOWINGLY, WITH UNDERSTANDING OF THE INHERENT RISKS AND POTENTIAL INJURIES ASSUME ALL RISKS INHERENT WITH THE ACTIVITIES.** B. Participant understands the potential risks associated with the consumption of alcohol and acknowledges Participant does not have and is not aware of any medical condition that would result in any injury or damage to Participant because of Participant's consumption of alcohol. Participant agrees to exercise ordinary and reasonable care and to not consume alcohol to the extent Participant's judgment is impaired. Participant assumes the risks associated with alcohol consumption and takes full responsibility for Participant's own actions, safety, and welfare. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY FEES PAID BY PARTICIPANT FOR ENTRY INTO THE PREMISES, OR ANY REPRESENTATIONS MADE BY ANY EMPLOYEES, IN ABSOLUTELY NO EVENT WILL PARTICIPANT BE ALLOWED TO PARTICIPATE IN ANY ACTIVITIES ONCE THE PARTICIPANT HAS CONSUMED ANY ALCOHOL. THIS PROHIBITION WILL NOT BE WAIVED.**

5. Release of Claims. In full appreciation of the foregoing risks, and in consideration for the right to use, access and enjoy the Premises and voluntarily participate in the Activities, **TO THE FULLEST EXTENT PERMITTED BY LAW, PARTICIPANT (AND ON BEHALF OF ANY CHILD PARTICIPANT AND HIS/HER HEIRS, EXECUTORS AND REPRESENTATIVES) RELEASES AND AGREES NOT TO SUE HAPPY ZONE, LLC , PRO AZ PROPERTIES ("LANDLORD"), LANDLORD'S MORTGAGEES AND MANAGEMENT COMPANY OF THE PREMISES, AND ANY OF THEIR AFFILIATES OR SUBSIDIARIES, RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, HEIRS, ASSIGNS, VOLUNTEERS, INDEPENDENT CONTRACTORS, EQUIPMENT PROVIDERS, AND INSURERS OF ALL OF THEM (COLLECTIVELY, THE "PROTECTED PARTIES") FROM AND AGAINST ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, SUITS, CAUSES OF ACTION, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT OR OTHER COSTS) RELATING TO, RESULTING FROM, OR ARISING OUT OF OR ALLEGED TO HAVE ARISEN OUT OF (IN WHOLE OR IN PART) ANY INJURY OR DAMAGE TO OR LOSS OF PARTICIPANT'S PROPERTY (A) THAT MAY ARISE IN CONNECTION WITH PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES, (B) OCCURRING IN OR ABOUT THE PREMISES (INCLUDING THE PREMISES) WHERE ANY OF THE ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE, OR IN TRANSPORTATION TO AND FROM ANY OF THE ACTIVITIES, (C) RESULTING FROM DAMAGE TO, LOSS OF, OR THEFT OF PERSONAL PROPERTY OF PARTICIPANT AND DUE TO THE NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE RELEASED PARTIES (D) RESULTING FROM THE CONSUMPTION OF ALCOHOL AT THE PREMISES BY PARTICIPANT OR ANY OTHER INVITEE OF MAKUTU'S ISLAND. THE RELEASES CONTAINED IN THIS PARAGRAPH, INCLUDING ALL SUBPARTS, TO THE FULLEST EXTENT PERMITTED BY LAW, SHALL APPLY EVEN IF ANY SUCH INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR INTENTIONAL CONDUCT OF THE PROTECTED PARTIES OR PARTICIPANT AND/OR SUCH CLAIM OR DEMAND IS BASED, IN WHOLE OR IN PART, UPON THE LEGAL THEORY OF STRICT LIABILITY.**

6. Indemnity. **ADULT PARTICIPANT, ON BEHALF OF ADULT PARTICIPANT AND HIS/HER HEIRS, ASSIGNS, EXECUTORS AND REPRESENTATIVES AGREES TO INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS THE PROTECTED PARTIES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, SUITS, LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, LIENS, JUDGMENTS, SETTLEMENTS, PROCEEDINGS, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT OR OTHER COSTS) OF ANY NATURE WHATSOEVER FOR OR RELATING TO INJURY, DEATH AND/OR DISABILITY, BODILY INJURY OR PROPERTY DAMAGE IN ANY WAY RESULTING FROM, RELATING TO, OR CAUSED BY (WHETHER IN WHOLE OR IN PART) ANY OF THE FOLLOWING MATTERS (WHICH NECESSARILY INCLUDE ALL CLAIMS THAT DO OR MAY BELONG TO THE CHILD PARTICIPANT(S)): (A) PARTICIPANT'S ACTS, OMISSIONS OR PRESENCE ON OR ABOUT ANY PART OF THE PREMISES OR OTHER PREMISES WHERE ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE, (B) PARTICIPANT'S ACTIVE OR PASSIVE PARTICIPATION IN, OR OBSERVANCE OF, ANY OF THE ACTIVITIES; (C) ANY CLAIMS ARISING OUT OF THE NEGLIGENCE, GROSSLY NEGLIGENT, OR WILLFUL ACTS OR OMISSIONS OF THE PROTECTED PARTIES, PARTICIPANT OR ANY GUEST OR INVITEE OF THE PROTECTED PARTIES, PARTICIPANT, OR ANY OTHER PERSON PARTICIPATING IN ACTIVITIES ON THE PREMISES (D) PARTICIPANT'S USE OF ANY FIXTURES, EQUIPMENT OR PERSONAL PROPERTY IN, ON OR ABOUT PREMISES OR OTHER PREMISES WHERE ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE, OR (E) PARTICIPANT'S CONSUMPTION OF ALCOHOL AT THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH, INCLUDING ALL SUBPARTS, WILL APPLY EVEN IF ANY SUCH INJURY, LOSS, DISABILITY, DEATH, OR DAMAGE IS CAUSED**

IN WHOLE OR IN PART BY THE PROTECTED PARTIES OR PARTICIPANT, BUT WILL NOT APPLY TO THE EXTENT ANY SUCH INJURY OR DAMAGE IS CAUSED BY THE WILLFUL MISCONDUCT OF THE PROTECTED PARTIES. 7. Dispute Resolution. A. Arbitration. Any dispute or claim arising out of or relating to this Agreement, breach thereof, the Premises, Activities, property damage (real or personal), personal injury (including death), or the scope, arbitrability, or validity of this arbitration agreement ("Dispute") shall be brought by the parties in their individual capacity and not as a plaintiff or class member in any purported class or representative capacity, and settled by binding arbitration before a single arbitrator administered by the American Arbitration Association (AAA) per its Commercial Industry Arbitration Rules in effect at the time the demand for arbitration is filed. Judgment on the arbitration award may be entered in any federal or state court having jurisdiction thereof. No award shall exceed the amount of the claim by either party and the arbitrator shall have no authority to award punitive or exemplary damages. If the Dispute cannot be heard by the AAA for any reason, the Dispute shall be heard by an arbitrator mutually selected by the parties. If the parties cannot agree upon an arbitrator, then either party may petition an appropriate court to appoint an arbitrator. Arbitration and the enforcement of any award rendered in the arbitration proceedings shall be subject to and governed by 9 U.S.C. § 1 et seq. If either party files suit in violation of this paragraph (except to toll the statute of limitations), such party shall reimburse the other for their costs and expenses, including attorneys' fees, incurred in seeking abatement of such suit and enforcement of this paragraph. B. Waiver Of Jury Trial. TO THE EXTENT PERMITTED BY LAW, ADULT PARTICIPANT, ON BEHALF OF HIM/HERSELF AND THE CHILD PARTICIPANT, AND MAKUTU'S ISLAND KNOWINGLY AND VOLUNTARILY, WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES, AFTER CONSULTING WITH COUNSEL (OR AFTER HAVING WAIVED THE OPPORTUNITY TO CONSULT WITH COUNSEL) AGREE TO WAIVE THEIR RIGHT TO A BENCH TRIAL OR JURY TRIAL OF ANY DISPUTE AND TO RESOLVE ANY AND ALL DISPUTES THROUGH ARBITRATION. 8. Acknowledgments by Participant. Participant acknowledges on behalf of him/herself and the Child Participant(s) that Participant would not be granted access to the Premises or the ability to participate in the Activities but for these acknowledgments: · Child Participant(s) and Adult Participant possess a sufficient level of skill and physical fitness for safe participation in the Activities. Participant also agrees to attempt only activities that Participant feels he is capable of performing safely. Further, Participant agrees to stay in areas that will not place Participant in undue danger. Neither Adult Participant nor the Child Participant(s) has any health problems that would not allow me to participate in the Activities; Participant has received either medical clearance from his/her physician prior to participation in the Activities or has determined that such clearance is not necessary for his/her safe participation in the Activities; · Makutu's Island may (but shall not be obligated or required to) administer to Participant emergency aid, CPR, and use an AED (defibrillator) when deemed necessary by Makutu's Island.; · Makutu's Island may (but shall not be obligated or required to) secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Makutu's Island and Participant shall assume all costs of emergency medical care and transportation.; · It is Participant's duty to inform Makutu's Island and cease participation in the Activities if Participant should feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains).; · Makutu's Island may (but shall not be obligated or required to) terminate Participant's participation when it determines Participant to be incapable of safely participating in the Activities. Participant agrees to obey all safety rules while participating in the Activities and alert the staff of any rules violations or dangerous behavior.; 9. Authority. As the parent or legal guardian of the Child Participant(s), the undersigned represents to the Protected Parties he has the legal capacity and authority to act for and on behalf of the Child Participant(s), and agrees to **INDEMNIFY AND DEFEND THE PROTECTED PARTIES FROM AND AGAINST ALL CLAIMS OR LIABILITIES RESULTING FROM OR RELATING TO ANY INSUFFICIENCY OF THE UNDERSIGNED'S LEGAL CAPACITY OR AUTHORITY TO ACT FOR OR ON BEHALF OF THE CHILD PARTICIPANT(S).** 10. Misc. Terms. This Agreement constitutes the entire agreement between the Protected Parties and the Participant, supersedes all previous oral or written promises or agreements, and may only be modified in writing. Participant expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the state in which the Premises is located and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Venue for any action brought hereunder or due to Participant's use of the Premises or participation in the Activities and shall lie in the Maricopa County, Arizona. The substantive laws of the state of Arizona shall apply. By signing below, Participant authorizes Makutu's Island to communicate with Participant via email with updates, news, advertisements, and offers. Wherever any words are used herein in the masculine or feminine gender, they shall be construed as though they were also used in another gender in all cases where they would so apply. 11. Acknowledgment & Understanding. Participant represents to the Protected Parties that Participant thoroughly understands this is a complete and final release and indemnity agreement, that Participant is voluntarily entering into this Agreement, and no representations, promises, or statements made by any of the Protected Parties has influenced Participant in signing this Agreement. Participants agree that there are no oral agreements, representations, promises, or warranties that are not expressly set forth herein and that Participant is not relying on any statements or representations of the Protected Parties that are not expressly contained herein. Participant acknowledges that Participant has read this Agreement and the rules of participation as posted on MakutusIsland.com and in the play area in its entirety, fully understands its terms, and understands that he is giving up substantial rights herein, including his right to sue. Participant acknowledges that Participant is signing this Agreement freely and voluntarily, and intends by Participant's signature, to completely and unconditionally release the Protected Parties from all liability due to ordinary negligence and the inherent risks of the Activities to the greatest extent permitted by the laws of the state in which the Premises is located. 12. License. For good and valuable consideration the receipt of which is hereby acknowledged, Adult Participant on behalf of him/herself and the Child Participant irrevocably grants Makutu's Island(collectively and severally, Company) and Company's assigns, licensees and successors the right to use all or a portion of my image (including real and personal property owned by me) and name in all forms and media including composite or modified representations for all purposes, including advertising, trade or any commercial purpose throughout the world and in perpetuity. **ADULT PARTICIPANT ON BEHALF OF HIM/HERSELF AND THE CHILD PARTICIPANT WAIVES THE RIGHT TO INSPECT OR APPROVE VERSIONS OF IMAGES USED FOR PUBLICATION OR THE WRITTEN COPY THAT MAY USED IN CONNECTION WITH THE IMAGES. ADULT PARTICIPANT ON BEHALF OF HIM/HERSELF AND THE CHILD PARTICIPANT RELEASE COMPANY AND COMPANY'S ASSIGNS, LICENSEES AND SUCCESSORS FROM ANY CLAIMS THAT MAY ARISE REGARDING THE USE OF MY STATEMENTS OR IMAGES INCLUDING ANY CLAIMS OF DEFAMATION, INVASION OF PRIVACY, OR INFRINGEMENT OF MORAL RIGHTS, RIGHTS OF PUBLICITY OR COPYRIGHT.** Company is permitted, although not obligated, to include my name as a credit regarding the image. Company is not obligated to utilize any of the rights granted in this Agreement. 13. Authority. **IF I AM SIGNING THIS DOCUMENT ON BEHALF OF MY SPOUSE, CHILD, FAMILY MEMBER, FRIEND, MINOR CHILD, OR OTHER PERSON, I EXPRESSLY WARRANT AND REPRESENT TO MAKUTU'S ISLAND THAT I HAVE SUCH PERSON'S ACTUAL AND IMPLIED AUTHORITY TO EXECUTE THIS AGREEMENT ON THEIR BEHALF, INCLUDING, BUT NOT LIMITED TO, THE ARBITRATION CLAUSE, WAIVER AND RELEASE, INDEMNITY AGREEMENT, AND LICENSE.HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT. I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AGREE TO BE BOUND BY ITS TERMS.**

Child' Name: _____ Date of Birth _____ Child' Name: _____ Date of Birth _____

Child' Name: _____ Date of Birth _____ Child' Name: _____ Date of Birth _____

Parent / Legal Guardian's name: _____ Signature: _____ Date: _____