

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

This release is intended to release and provide all legal protections to VDS Properties, LLC, the owner of the real property, and Air Madness, LLC, the tenant and operator of the business "Air Madness", and Perfect Practice, Inc doing business as "The Academy", and Conquer Escape, LLC, the tenant and operator of the business "Conquer", and their respective agents, owners/members, officers, managers, employees, and all other persons acting on behalf of them (hereinafter referred to as Protected Parties).

In consideration of the services and activities provided by the businesses (hereinafter referred to as the Facilities), and permission to use the facilities and equipment, I hereby agree as follows:

Use of equipment. In order to assist in providing for the safety of me and my minor children, I certify as follows:

- I or my children will properly use all safety equipment being provided by the Facilities, will comply with any height, weight, or age restrictions imposed by the facilities, and follow and obey all posted and stated warnings at the facilities.
- I and my children do not have any health problems that would be negatively impacted by participation in these activities.
- I and my children have sufficient physical abilities and skills to safely participate in the activities, and we have no pre-existing physical or medical conditions that might be impacted or worsened by use of the Facilities.
- I will not use or allow my children to use the Facilities while any of us are under the influence of any drugs, alcohol or medications that may impair our physical activities or judgment.
- I agree to follow (and cause my children to follow) all safety rules of the Facilities and to alert the Facilities staff to any rule violations or dangerous behavior of other participants.
- I understand that my failure or refusal to abide by the safety rules of the Facilities or by instructions and directions of the Facilities staff can lead to the immediate revocation of my right to use the Facilities, without any right to refund any payments made.
- I am aware that Facilities staff may need to end my or my children's participation in the activities if I or my children's actions present a danger to myself or others.
- I will notify the Facilities staff before I or my children participate in activities if any of us have been diagnosed with behavior disorders or are taking any behavior modification medications.
- I will inform the Facilities staff immediately if I or my children feel any unusual discomfort while participating in the activities and will immediately stop (or cause my children to stop) participation in the activities.

Authorization. I hereby authorize the Facilities to do the following:

- to administer emergency first aid and CPR to myself and to my children when deemed necessary by the Facilities staff.
- to secure emergency medical care or transportation if deemed necessary by Facilities staff, and I agree to assume all costs of emergency medical care or transportation.

Assumption of Risk. I hereby acknowledge, agree, and understand that participating and using the equipment

General provisions.

- This agreement shall remain in full force and effect into the future until a new release is signed, and will be effective each time that I and/or my children visit or use the Facilities.
- There are no other agreements entered into by the parties regarding the activities or use of the property, and no one has authority to waive any portion of this agreement.
- If any portion of this agreement is found to be invalid or unenforceable, it shall not affect the remaining portions of this agreement.
- The laws of South Dakota shall govern the provisions of this agreement, and is intended to bind the signor, my heirs, personal representatives, and anyone acting on my behalf.

I AM AT LEAST EIGHTEEN YEARS OF AGE AND HAVE READ THE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT IN FULL AND UNDERSTAND ITS TERMS.

I FURTHER UNDERSTAND THAT I HAVE GIVEN UP RIGHTS THAT I MAY HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE PROTECTED PARTIES BASED ON THEIR NEGLIGENT ACTS OR OMISSIONS. I AM SIGNING THIS FREELY AND VOLUNTARILY WITHOUT ANY PROMISES, INDUCEMENTS, OR GUARANTEES MADE TO ME, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE PROTECTED PARTIES TO THE GREATEST EXTENT AUTHORIZED BY LAW.

I CERTIFY AND WARRANT THAT I AM THE PARENT, LEGAL GUARDIAN, OR POWER OF ATTORNEY FOR THE MINOR CHILDREN LISTED BELOW AND HAVE THE AUTHORITY TO ACT ON THEIR BEHALF AND EXECUTE THIS AGREEMENT ON THEIR BEHALF.

Adult's Name: _____ Adult's Date of Birth: _____

Address: _____ City, State, Zip code: _____

Phone Number: _____

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

Adult's Signature: _____

Child's Signature: _____