

SOUTHEAST ENTERTAINMENT ENTERPRISES, INC.
PARTICIPANT AGREEMENT, LIABILITY RELEASE, AND ASSUMPTION OF RISK

General Terms: Southeast Entertainment Enterprises, Inc., a Minnesota corporation, operates entertainment facilities under the name Grand Slam Sports. These facilities offer various types of equipment for recreational use. I have had an opportunity to inspect the facilities and equipment and become familiar with the various recreational activities offered. I agree that the equipment and activities offered by Grand Slam Sports do not constitute a public or essential service, but rather provide voluntary recreational activities of a type that can be obtained at other similar facilities. My choice to use the equipment and participate in the recreational activities at Grand Slam Sports is wholly voluntary.

In consideration for being allowed to use the facilities and equipment and participate in the activities of Grand Slam Sports, I, for myself and on behalf of my minor children and/or legal wards identified herein, my heirs, assigns, personal representatives, estate, and insurers, agree to the following terms:

Assumption of Risk: I and/or my minor children and/or legal wards identified herein will be using various equipment and engaging in various recreational activities at Grand Slam Sports. I understand that this equipment and these activities expose participants to certain inherent and serious risks. The risks associated with the use of any of this equipment involve certain dangers that cannot be completely avoided or eliminated, and may include, but are not limited to, serious personal injury, death, or disability. I further recognize that use of the trampoline system exposes participants to additional risks, including, but not limited to, the variable effects of rebound forces that may directly injure a person or that may throw a person out of control; the possibility that a person may land improperly or fall on, or be thrown against other persons or objects; and the potential of severe injuries from flipping, running, or bouncing off the walls of the trampoline system. To the maximum extent allowed by law, I, for myself and on behalf of my minor children and/or legal wards identified herein, voluntarily **ASSUME ALL RISKS** for any property damage, personal injury, whether physical or mental, death, or disability that may result from the use of any of this equipment or participation in these activities, including those arising from ordinary negligence of the Releasees identified hereafter.

Release and Waiver of Liability: In consideration for being permitted to participate in the recreational activities and to use the recreational equipment, including the trampoline system, at Grand Slam Sports, I, for myself and on behalf of my minor children and/or legal wards identified herein, my heirs, assigns, personal representatives, estate, and insurers (collectively, "Releasors"), do hereby voluntarily release, waive, and discharge all claims, lawsuits, and demands that Releasors may have in the future against Southeast Entertainment Enterprises, Inc., Grand Slam Sports, their affiliates, subsidiaries, successors, or assigns, as well as each party's owners, officers, directors, employees, volunteers, agents, or representatives, and their successors and assigns (collectively, "Releasees"), arising from the negligence of the Releasees or anyone else using the equipment or participating in the activities at Grand Slam Sports. This release and waiver applies to claims, lawsuits, or demands for all types of damages, including, but not limited to, property damage, personal injury, death, or disability, to me or to my minor children and/or legal wards identified herein incurred while using any of the equipment or participating in any of the activities offered at Grand Slam Sports. I agree to defend, indemnify, and hold harmless Releasees against any claims arising out of the negligent or willful acts or omissions of me or my minor children or legal wards identified herein.

In accordance with Minnesota law, nothing in this Participant Agreement, Liability Release, and Assumption of Risk should be construed as releasing, discharging, or waiving any claims that I, my minor children or legal wards identified herein, my heirs, assigns, personal representatives, estate, or insurers may have for gross negligence, willful or wanton misconduct, or reckless or intentional acts by or on behalf of Releasees.

Agreement Duration: I agree that this Participant Agreement, Liability Release, and Assumption of Risk extends into the future and covers any and all visits to Grand Slam Sports by either me or my minor children or legal wards identified herein for a period of one year from the signing of this document, including the visit on the day this document was signed.

Severability: I, for myself and on behalf of my minor children and/or legal wards identified herein, my heirs, assigns, personal representatives, estate, and insurers, agree that if any portion of this Participant Agreement, Liability Release, and Assumption of Risk is found to be void or unenforceable, the remaining provisions of this document shall remain in full force and effect.

**SOUTHEAST ENTERTAINMENT ENTERPRISES, INC.
PARTICIPANT AGREEMENT, LIABILITY RELEASE, AND ASSUMPTION OF RISK**

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THE PARTICIPANT AGREEMENT, LIABILITY RELEASE, AND ASSUMPTION OF RISK. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO ASSERT CERTAIN CLAIMS AGAINST SOUTHEAST ENTERTAINMENT ENTERPRISES, INC., GRAND SLAM SPORTS, AND ALL OTHER IDENTIFIED RELEASEES.

MUST BE AT LEAST 18 YEARS OLD TO FILL OUT THIS SECTION (All minors must be listed on page 2)

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

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

Email: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

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

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