## SOUTHEAST ENTERTAINMENT ENTERPRISES, INC. PERPETUAL PARTICIPANT AGREEMENT, 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 I fully understand the various recreational activities offered. I understand that the equipment and activities offered by Grand Slam Sports do not constitute a public service or an essential service or program, but rather provide voluntary recreational activities of the type that can be obtained through similar programs at other facilities. My choice to use the equipment and participate in the recreational programs at Grand Slam Sports are wholly voluntary.

In consideration of being allowed to use the facilities and equipment of Grand Slam Sports, I, on behalf of myself and my minor child or legal ward, agree to the following terms:

Assumption of Risk: I and/or my minor child or legal ward will be using various equipment and engaging in various recreational activities at Grand Slam Sports. I understand this equipment exposes participants to certain inherent and serious risks. I further recognize that use of the trampoline system exposes participants to additional risks including, but are 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 that their is the potential of severe injuries from flipping, running or bouncing off the walls of the trampoline system. The risks associated with the use of any of this equipment involve certain dangers that can not be completely avoided or eliminated, and may result in serious personal injury and/or potential death or disability. To the maximum extend allowed by law, I, and on behalf of my minor child or legal ward named above, ASSUME ALL RISKS for any property damage, personal injury, death or disability that may result from the use of any of this equipment including those arising from ordinary negligence of the Releasees who are identified hereafter.

Release and Waiver of Liability: In consideration of being permitted to participate in the activities and to use the recreational equipment including the trampoline system at Grand Slam Sports, I and/or my minor child or legal ward do hereby voluntarily release, waive, and discharge all claims, law suits, and demands that I or my minor child or legal ward has or may have in the future against Southeast Entertainment Enterprises, Inc., Grand Slam Sports, or any of its officers, directors, employees, agents or representatives, and their successors and assigns, collectively referred to herein as ("Releasees") arising out of any damage, loss, personal injury, death or disability to me or to my minor child or legal ward while using any of the equipment or participating in any of the activities offered at the Grand Slam Sports facilities. This Release is valid and effective whether the damage, loss, personal injury, death or disability is the result of any act or omission on the part of any Releasees or from any other cause. This Release and Waiver of Liability includes, but is not limited to, any property damage, personal injury, death or disability that may occur as a result of use or misuse of the equipment or facility by anyone, use of any equipment that malfunctions or breaks, improper inspection or maintenance of the facilities, grounds, or equipment, any claimed inadequate instruction or supervision, or any slipping, tripping and/or falling while in the facility or on the surrounding premises, including all those arising from negligent acts or omission of Releasees.

In accordance with Minnesota law, nothing in this Assumption of Risk, Waiver and Release of Liability Agreement should be construed as assuming any risk, or waiving or releasing any claims I or my minor child or legal ward may have for gross negligence, willful or wanton misconduct, or reckless or intentional acts by or on behalf of Releasees.

<u>Perpetual Effect of this Document</u>: I agree that this Assumption of Risk, Waiver and Release of Liability Agreement extends into the future and covers any and all visits for which this Agreement applies, as well as any return or repeat visits by either myself, my minor child, or my legal ward for whom I am responsible.

<u>Severability</u>: On behalf of myself, my minor child and/or my legal ward, I agree that if any portion of this Assumption of Risk, Waiver and Release of Liability Agreement is found to be void or unenforceable, the remaining provisions of this document shall remain in full force and effect.

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

I UNDERSTAND THAT BY EXECUTING THIS AGREEMENT I AND MY MINOR CHILD AND/OR LEGAL WARD ARE GIVING UP ANY RIGHT TO BRING A LEGAL ACTION OR ASSERT THE CLAIM AGAINST SOUTHEAST ENTERTAINMENT ENTERPRISES, INC., GRAND SLAM SPORTS, AND ALL OTHER RELEASEES IDENTIFIED HEREIN, FOR NEGLIGENCE OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES.

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

Signature of Adult Partic	ipant (At least 18 years old) or Parent/Guardian:
Print Name (Adult Partic	ipant or Parent/Guardian):
I am interested in receiv	ing exclusive coupons and deals for Grand Slam via email: Yes No
Email:	Phone:
Today's Date:	Parent/Guardian and/or Adult Participant DOB (MM/DD/YYYY):  /
Minor Name:	DOB (MM/DD/YYYY)  /
Minor Name:	DOB (MM/DD/YYYY)  /
Minor Name:	DOB (MM/DD/YYYY)  /
Minor Name:	DOB (MM/DD/YYYY)  /