

Terms & Conditions

AGREEMENT, WAIVER, RELEASE OF CLAIMS, WARNING OF RISK AND ASSUMPTION OF RISK PARTICIPANTS: READ THIS DOCUMENT CAREFULLY. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING A CLAIM.

This agreement relates to the following activities which shall be referred to as the “above-named activities” herein:

Bubble Football
Goggle Football
Shock Football
Old school Sports Day
Olympic Shames
Football Darts
Battle Archery Tag
Nerf Gun

1. You understand that the above-named activities are contact sports. You acknowledge that the above-named activities including and as well as Football darts are physical activities which carry with them inherent risks of physical injury that cannot be eliminated completely.

2. You expressly, knowingly and voluntarily assume all of the risks of participating in the above-named activities. You understand and acknowledge that these risks include, but are not limited to: slips, trips and falls, contact or collision with personnel, contact or collision with other participants and contact with natural and man-made fixed objects. You understand and acknowledge that these risks may cause harm including, but not limited to: bodily injury, ranging from minor to severe. You understand that the risks of participating in the above-named activities may be caused in whole or in part by: your own actions or inactions; the actions or inactions of other participants; and/or the acts, inactions, or negligence of the Released Parties (as defined below). You expressly assume all risks and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of participating in these activities.

3. You agree that it is your responsibility to determine whether you are sufficiently fit and healthy to safely participate in the above-named activities. You hereby represent that you are, and on the date of the event will be, in good health and in proper physical condition to safely participate in the above-named activities. You certify that you have no known or knowable physical conditions that would affect your ability to safely participate in the above-named activities or that would result in your participation creating a risk of danger to yourself or others. You further certify that you have not been advised or cautioned otherwise by a medical examiner. You understand that the above-named activities are physical activities. You understand that it is your responsibility to monitor your own physical condition during the game, and you agree to withdraw immediately and notify personnel if at any point your continued participation would create a risk of danger to yourself or to others. You acknowledge and agree that you will not be reimbursed any portion of any fees paid for participation in the above-named activities if you withdraw before the end of the session, as you understand that all fees are paid in exchange for the opportunity to participate to the best of your ability as described in this document, and in no way reflect an entitlement to complete the session. You understand that you are not to take part in the above-named activities if you are pregnant, disabled, suffer from high blood pressure, heart conditions, epilepsy or have recently suffered an injury or impairment.

4. You assume full responsibility for any injury, loss or damage associated with your use or consumption of alcohol and/or drugs at any point during the above-named activities. You understand the dangers associated with the use or consumption of alcohol and/or drugs and you recognise that such use or consumption might impair your judgement and motor skills. You certify that you are not, and on the date of the event will not be, under the influence of alcohol or any drugs that would in any way impair your ability to safely participate in the above-named activities. You assume full responsibility for any injury or loss to yourself or to others and for any damage to any personal or real property associated with my use or consumption of alcohol and/or drugs

at any point during the above-named activities. You further understand that the risks and dangers described in the paragraph above include but are not limited to all risks and danger associated with the consumption of alcohol after participation of the session. You take full responsibility for any decision to consume alcohol after playing the above-named activities and you understand that it is your responsibility to know your own limits. You also understand that the responsibility for injury, loss or damage that you assumed in the paragraph above includes but is not limited to full responsibility for any injury or loss to yourself or to others and for any damage to any personal or real property associated with any such decision to consume alcohol. You hereby indemnify and agree to hold harmless the Released Parties (as defined below) from any injury, loss, or damage described in this section.

5. You agree to abide by the rules set out to you before the session and to comply with the directions and instructions of Excel Activity Group personnel. You agree to abide by all spoken, written and/or posted rules of the above-named activities. You further agree to comply with all directions, instructions and decisions of Excel Activity Group Ltd, including but not limited to instructions or directions relating to the manner of your safe participation in the session of Related Activities and decisions that you will stop participation in the game or Related activities at any time. Except as otherwise prohibited by law, you agree not to challenge these rules, directions, instructions, or decisions on any basis at any time and you acknowledge that they are reasonable and necessary to reduce risk; protect the safety of participants, spectators, and personnel; and/or promote fairness. You also agree to exhibit appropriate behaviour at all times; demonstrate respect for all people, equipment and facilities; and participate with a cooperative and positive attitude. You understand that Excel Activity Group Ltd may immediately dismiss anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behaviour endangers safety or negatively affects a person, facility, or property of any type or kind.

6. You consent to receive medical care and treatment as determined by Excel Activity Group Ltd personnel in the event of any injury or accident. You consent to receive medical care and treatment as deemed advisable in the best judgment of appropriate Excel Activity Group Ltd personnel and/or appropriate medical professionals. If necessary, you authorise appropriate Excel Activity Group Ltd personnel to consent to such medical care and treatment on your behalf. You agree to assume liability for any and all medical costs incurred as a result of your participation in the above-named activities but not limited costs of: medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. You agree to indemnify and hold harmless the Released Parties (as defined below) from all liability for such costs.

7. You grant permission to Excel Activity Group Ltd to use your photograph and/or any other record of your participation in the above-named activities for any legitimate purpose. You understand that any and all photographs, motion pictures, recordings, and/or likenesses of you captured during the above-named activities, its affiliated entities or contractors, and/or the media become the sole property of Excel Activity Group Ltd. You grant the right, permission and authority to Excel Activity Group Ltd to use your name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. You further understand that Excel Activity Group Ltd as sole owner, has the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likeness.

8. You acknowledge that Excel Activity Group Ltd reserves the right to cancel or reschedule the above-named activities in the event of emergency or other disaster. You acknowledge that Excel Activity Group Ltd in its sole discretion may delay, modify or cancel the above-named activities if natural or man-made emergencies make administering the event unreasonably difficult or unsafe. You agree that "emergency" is defined to mean any event beyond the control of Excel Activity Group Ltd, including but not limited to: high wind, extreme rain or hail, flood, acts of terrorism, fire, threatened or actual strike, labour difficulty or work stoppage, vehicular issues, insurrection, war, public disaster, and unavoidable casualty. You further acknowledge that Excel Activity Group Ltd in its sole discretion may also delay, modify or cancel the above-named activities if conditions on the day of the event are, in the sole judgement of Excel Activity Group Ltd, in any way unsafe. In the event of delay, modification, or cancellation of the above-named activities as described in this paragraph, you understand that you will not be entitled to a refund of your deposit or any

other costs incurred in connection with the above- named activities. You acknowledge that Excel Activity Group Ltd requires **14 days notice of any cancellations** in order for a full/partial refund to be provided. Refunds will be considered at the discretion of Excel Activity Group Ltd. Any modifications to any bookings must be made more than 14 days prior to the event date. In the event that the group fail to attend their session and Excel Activity Group Ltd has not been given at least 24 hours' notice, you agree to pay the total outstanding balance, if applicable.

9. You hereby waive, release and forever discharge Excel Activity Group Ltd and all other Released Parties from any and all claims you may have arising out of your participation in the above-named activities. You covenant and agree not to sue Excel Activity Group Ltd or any of the other Released Parties for any such claims. You hereby waive, release and forever discharge the following parties (the "Released Parties") from any and all Claims (as defined below): Excel Activity Group Ltd and its directors, officers, employees, agents, contractors, insurers; all Excel Activity Group Ltd organisers, advertisers, suppliers, property owners; all other persons or entities involved with the above-named activities; all city, town, county, and other governmental bodies and/or municipal agencies whose property and/or personnel are used and/or who in any way assist with the above- named activities; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, shareholders, supervisors, insurers, agents, and representatives of any of the foregoing. You hereby waive, release and forever discharge the Released Parties from all of the following (the "Claims"): any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), that may arise out of, result from, or relate to your participation in the above-named activities or your travel to and from the above-named activities. You understand and acknowledge that these Claims include, but are not limited to, causes of action for death, personal injury, partial or permanent disability, negligence, and property damage or theft; causes of action relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the site of the above-named activities or elsewhere); and claims for medical or hospital expenses. You understand and agree that the foregoing waiver, release and discharge applies even if the Claims are caused by the negligent acts, omissions, or carelessness of any of the Released Parties. You understand that this waiver, release and discharge operates for yourself as well as on behalf of your spouse, children, parents, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on your behalf.

10. You hereby agree to indemnify, defend and hold harmless Excel Activity Group Ltd and the Released Parties from any and all expenses incurred, and claims made that relate to your breach of this Agreement. You hereby agree to indemnify, defend and hold harmless Excel Activity Group Ltd and the other Released Parties from any and all expenses incurred and all claims made by yourself or other (including but not limited to court costs, attorneys' fees and litigation expenses) that arise out of or result directly or indirectly from your breach or failure to abide by any part of this Agreement, your failure to follow any rules or directions as defined in Section 5 above, and/or any of your actions or inactions which may cause injury or damage to any other person or property. You understand that this agreement to indemnify, defend and hold harmless operates for yourself as well as on behalf of your spouse, children, parents, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on your behalf. You understand and acknowledge that by participating in the above-named activities, you agree that the statuses and laws of the United Kingdom will apply to all matters relating to this Agreement, including participation in the above-named activities, regardless of the actual location of the above-named activities or the principles of conflict of laws. You agree that exclusive jurisdiction for any dispute with Excel Activity Group Ltd resides in the courts of the United Kingdom and expressly consent to the exercise of personal jurisdiction in the United Kingdom in connection with any dispute. You understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by the UK, and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.