

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.

Please confirm after reading, by confirming you have read this document you are confirming that you have read and agree to the terms of this agreement. 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. I understand that the above-named activities are contact sports. I 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. I expressly, knowingly and voluntarily assume all of the risks of participating in the above-named activities. I 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. I understand and acknowledge that these risks may cause harm including, but not limited to: bodily injury, ranging from minor to severe. I understand that the risks of participating in the above-named activities may be caused in whole or in part by: my 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). I 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. I agree that it is my responsibility to determine whether I am sufficiently fit and healthy to safely participate in the above-named activities. I hereby represent that I am, 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. I certify that I have no known or knowable physical conditions that would affect my ability to safely participate in the above-named activities or that would result in my participation creating a risk of danger to myself or others. I further certify that I have not been advised or cautioned otherwise by a medical examiner. I understand that the above-named activities are physical activities. I understand that it is my responsibility to monitor my own physical condition during the game, and I agree to withdraw immediately and notify personnel if at any point my continued participation would create a risk of danger to myself or to others. I acknowledge and agree that I will not be reimbursed any portion of any fees paid for participation in the above-named activities if I withdraw before the end of the session, as I understand that all fees are paid in exchange for the opportunity to participate to the best of my ability as described in this document, and in no way reflect an entitlement to complete the session. I understand that I am not to take part in the above-named activities if I am pregnant, disabled, suffer from high blood pressure, heart conditions, epilepsy or have recently suffered an injury or impairment.

4. I assume full responsibility for any injury, loss or damage associated with my use or consumption of alcohol and/or drugs at any point during the above-named activities. I understand the dangers associated with the use or consumption of alcohol and/or drugs and I recognise that such use or consumption might impair my judgement and motor skills. I certify that I am 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 my ability to safely participate in the above-named activities. I assume full responsibility for any injury or loss to myself 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. I 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. I take full responsibility for any decision to consume alcohol after playing the above named activities and I understand that it is my responsibility to know my own limits. I also understand that the responsibility for injury, loss or damage that I assumed in the paragraph above includes but is not limited to full responsibility for any injury or loss to myself or to others and for any damage to any personal or real property associated with any such decision to consume alcohol. I hereby indemnify and agree to hold harmless the Released Parties (as defined below) from any injury, loss, or damage described in this section.

5. I agree to abide by the rules set out to me before the session and to comply with the directions and instructions of Excel Activity Group personnel. I agree to abide by all spoken, written and/or posted rules of the above-named activities. I 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 my safe participation in the session or Related Activities and decisions that I will stop participation in the game or Related activities at any time. Except as otherwise prohibited by law, I agree not to challenge these rules, directions, instructions, or decisions on any basis at any time and I acknowledge that they are reasonable and necessary to reduce risk; protect the safety of participants, spectators, and personnel; and/or promote fairness. I 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. I 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. I consent to receive medical care and treatment as determined by Excel Activity Group Ltd personnel in the event of any injury or accident. I 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, I authorise appropriate Excel Activity Group Ltd personnel to consent to such medical care and treatment on my behalf. I agree to assume liability for any and all medical costs incurred as a result of my 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. I agree to indemnify and hold harmless the Released Parties (as defined below) from all liability for such costs.

7. I grant permission to Excel Activity Group Ltd to use my photograph and/or any other record of my participation in the above-named activities for any legitimate purpose. I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the above-named activities, it's affiliated entities or contractors, and/or the media become the sole property of Excel Activity Group Ltd. I grant the right, permission and authority to Excel Activity Group Ltd to use my 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. I 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. I 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. I acknowledge that Excel Activity Group Ltd in it's 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. I 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. I further acknowledge that Excel Activity Group Ltd in it's 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, I understand

that I will not be entitled to a refund of my deposit or any other costs incurred in connection with the above-named activities. I 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 notice, I agree to pay the total outstanding balance, if applicable.

9. I hereby waive, release and forever discharge Excel Activity Group Ltd and all other Released Parties from any and all claims I may have arising out of my participation in the above-named activities. I covenant and agree not to sue Excel Activity Group Ltd or any of the other Released Parties for any such claims. I 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. I 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 my participation in the above-named activities or my travel to and from the above-named activities. I 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. I 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. I understand that this waiver, release and discharge operates for myself as well as on behalf of my 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 my behalf.

10. I 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 my breach of this Agreement. I 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 myself or other (including but not limited to court costs, attorneys' fees and litigation expenses) that arise out of or result directly or indirectly from my breach or failure to abide by any part of this Agreement, my failure to follow any rules or directions as defined in Section 5 above, and/or any of my actions or inactions which may cause injury or damage to any other person or property. I understand that this agreement to indemnify, defend and hold harmless operates for myself as well as on behalf of my 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 my behalf. I understand and acknowledge that by participating in the above-named activities, I agree that the statutes 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. I 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. I 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.