



ASSUMPTION OF RISK, WAIVER & RELEASE OF LIABILITY AGREEMENT

As a parent or legal guardian of the child whose name is set forth below, or whom I have obtained permission from the parent/legal guardian of (who is referred to herein as the "Participant"), and in consideration of the Participant being permitted to participate in any play activities, parties or programs at InnerActive of Minnetonka, Minnesota, owned and operated by Steddy, LLC or Tacy, LLC d/b/a InnerActive (collectively "InnerActive"), the Participant and I agree as follows:

- I represent that I am the parent or legal guardian of the participant(s) named below, or I have obtained permission from - the parent/legal guardian of the participant(s) named below to execute this agreement on their behalf. I further represent that the participants are healthy and physically able to participate in any and all undertaken activities.
- I agree that InnerActive is an unsupervised play space and that I, on behalf of myself, and the Participant(s) named below shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for play and participation in any party and/or program at InnerActive. I agree to pay for all damages to the facilities of InnerActive caused by me or my participant(s) negligent, reckless, or willful actions. In addition, if I observe any hazard during our participation, I will bring it to the attention of the InnerActive owners, managers, or employees.
- I, on behalf of myself, and the Participant(s) named below agree that using the equipment and participating in the play activities at InnerActive is completely voluntary. I am aware that there are inherent risks associated with participation in play, parties or programs at InnerActive.
- I, on behalf of myself, and the Participant(s) named below, knowingly and freely assume all such risk, both known and unknown, including those that may arise out of the negligence of other participants.
- I, for myself and the Participant(s) named below, hereby release and hold harmless Steddy, LLC or Tacy, LLC dba InnerActive, Icon Owner pool 3 Midwest/Southeast, LLC, Welsh Companies dba Colliers International, Welsh Property Trust, LLC, WPT Cheshire Lane, LP; and its officers, members, agents, employees, and sponsoring agencies without limitation, with the exception of intentional, willful or wanton acts, any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees and costs, incurred due to claims brought by any third party as a result of or arising out of the participant's involvement in the activities, and to reimburse InnerActive for any such costs/expenses fees as they as they are incurred.
- To extend this this release is deemed overbroad or unconscionable for any reason it is my intent and understand that this release will remain valid in all applications that are not deemed overbroad or unconscionable. I intent that statements made herin to be perpetual, and I will be bound by them unless and until expressly rescinded by me in writing.
- I, on behalf of myself, and the Participant(s) named below agree to follow the safety instructions provided and acknowledge that failure to do so may result in expulsion from InnerActive.

Participants First and Last Name

1. _____
2. _____
3. _____
4. _____

Date of Birth

By signing below, I am stating that I have carefully read the stated assumption of risk, release, and indemnification agreement, and I understand its contents. I further state that I have signed voluntarily under my own free will, and I am of legal age and legally competent to execute this agreement. Finally, I understand that this agreement is governed by the State of Minnesota, and is intended to be as broad and inclusive as is permitted by Minnesota law. If any portion of this agreement is invalid, I agree that the remaining provisions shall continue to be in full force and effect

Responsible Adult's Signature

Date

Printed Full Name