

# VERTICAL MOTION, INC COMPLETE LIABILITY RELEASE

This is a legally binding Contract of Release and Waiver, Assumption of Risk, and Indemnification

## **BE SURE YOU UNDERSTAND THIS DOCUMENT BEFORE SIGNING**

**INTRODUCTION:** VERTICAL MOTION, INC. is an owner operated business that mixes indoor rock climbing, obstacle courses, video games, virtual reality, and other activities to provide a mix of physical activities for enjoyment. The owner has gone to great length to provide attractions that follow manufacturer's specifications, however the activities and attractions at this facility have inherent danger and no amount of prior planning can prevent all injuries that could occur while at this facility. VERTICAL MOTION INC. does not offer you liability insurance protection for this facility. You are being asked to sign this contract in consideration of being allowed to enter the facility even if you only intend to spectate. This contract covers any and all injuries and damages, including **death** sustained by you or any minors you sign for at this facility anytime within one (1) year from the date you signed this contract.

**PREMISES COVERED.** The premises include, but are not limited to, all the attractions, the surfaces, walls, all party rooms, concession areas, restrooms, and any other parts and portions of these and adjacent premises including roadways and parking areas.

**SITUATIONS COVERED.** The type of accidents, risks, and dangers on these premises that can cause you or minors you sign for personal injury and/or property damage and which are intended to be covered by this agreement; include but are not limited to:

1. Any and all injuries caused by the sport of indoor rock climbing or other attractions, which include mechanical failure and negligent operation of safety equipment. Any and all injuries from falling, having someone or something fall on you, be struck or being in fear of being struck, whether you are participating or a spectator.
2. Any and all injuries from the operation of video or virtual reality games which may include but are not limited to epilepsy, heart issues, injuries from getting on or off equipment, etc.
3. Any and all assorted other injuries such as exposure to any illness, disease or pathogen, being injured by electrical shock, being injured in the parking lot, being injured by eating, consuming or digesting food or beverages, even if said food or beverage is defective or harmful, being injured while rescuing or attempt to rescue, any injury as a result of a defective or harmful condition in some product, attraction, equipment, and/or services supplied to you for your use by the business, its owners, and staff and any injury from the failure to be supplied some necessary equipment by the business, its owners, and staff.
4. Any failure on the part of yourself or staff to ascertain whether you are healthy enough to participate in any of the attractions that are performed on the premises, this could include but is not limited to age, weight, height, or other restrictions for any of the equipment on the premises.
5. For every and all other injuries occurring within or adjacent to these premises. For medical conditions caused or exasperated by participating in the activities or being a spectator of the activities.

**RELEASE AND WAIVER.** By signing, you are releasing this business, its owners, its staff, and all others participating in the activities for any personal injury including death and/or property damage sustained by you or your children while on these premises or on lands adjacent to these premises. The law gives you, your dependents, your assigns, and/or your estate, potential rights to sue this business, its owners, its operators, and the others signing this release with whom you are participating, if you suffer a loss here. By signing this contract, you are waiving those rights and promising not to sue the business, its owners, staff and/or other participants for your personal injury and/or property damage, whether caused by your negligence, the negligence of the business, staff or the negligence of others. Even if your loss is entirely their fault, you are releasing them from any and all responsibility and liability. You are signing a complete liability release. By signing, you are releasing this business, its owners, its staff, and all others entering the facility for lost or stolen personal property.

**INDEMNIFICATION.** By signing at the bottom, you are also indemnifying this business, its owners, and staff. That means that if they suffer any kind of loss, which is due in whole, or in part to your fault, they can seek reimbursement from you for that portion of their loss or debt, which is due to your fault, even if they are partially at fault, too.

**ASSUMPTION OF RISK.** Preparation for, participation in, and/or observation of these attractions can be very dangerous activities, which can injure your person and/or damage your property, or even cause death. Although you are aware of those risks, you are still voluntarily going ahead and entering these premises. That means that you are "assuming the risk" inherent in entering and being a part of the activities and, if you suffer a loss because of those risks, you will not be allowed to make a claim against this business, its owners, staff, and/or other participants. If you become aware of any other dangers, risks, and/or defects, you must immediately remove yourself from the premises unless you are willing to assume those dangers, risks, and/or defects.

**USE OF LIKENESS.** I give VERTICAL MOTION INC. authority to (i) record the likeness and voice of myself and my children on a video, audio, photographic, digital, electronic or any other medium and to use our names in connection with these recordings; and (ii) use, reproduce, exhibit or distribute these recordings in whole or in part in perpetuity in any and all media throughout the universe for any purpose that VERTICAL MOTION INC., and those acting pursuant to its authority, deem appropriate, including promotional, recruiting, advertising and any commercial or non-commercial use. I understand and agree that all such recordings, in whatever medium, shall remain the property of VERTICAL MOTION INC. without additional consideration. I hereby release VERTICAL MOTION INC. from and against any and all claims that I or my children may have from liability for any violation of any personal or proprietary right I or my children may have in connection with the use of our likeness, voice, or name in any medium, and expressly waive any rights to privacy we may have under the Family Educational Rights and Privacy Act ("FERPA"), §1002.22, Fla. Stat., and/or any other applicable law.

**RULES.** That by signing, you agree to follow this business' rules and practices which are the custom of the attractions.

**A COPY OF THIS CONTRACT IS AVAILABLE.** Upon request, the business will provide a copy of this agreement.

**CHOICE OF LAW.** This agreement shall be governed by the laws of the State of Florida. All parties irrevocably consent the venue for any legal or equitable action regarding this agreement shall be brought exclusively in the courts of Clay County, Florida.

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

**ADDITIONAL DISCLOSURE IF YOU ARE ALSO SIGNING FOR A MINOR**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF VERTICAL MOTION, INC. USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM VERTICAL MOTION, INC. IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND VERTICAL MOTION INC. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

SIGNING THIS FORM DOES NOT DIMINISH THE COMPLETE LIABILITY WAIVER RELEASE THAT ANY NATURAL GUARDIAN OR OTHER PERSON OVER THE AGE OF 18 HAS SIGNED. ANY DIFFERENCE IN LIABILITY WAIVED IS ONLY FOR MINORS AS PRESCRIBED BY FLORIDA LAW (§744.301 FS).

List your minor child for which you are the legal guardian and are including in this agreement:

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Print Name of Minor(s)

**SIGNATURE.** In signing this Release, Waiver of Liability and Assumption of Risk, I acknowledge and represent: (i) that I have read and understand it; (ii) that I sign it voluntarily and for full and adequate consideration, fully intending to be bound by the same; (iii) that I am giving up substantial rights by signing it; (iv) that I am at least eighteen (18) years of age and fully competent, and (v) that I am the legal guardian for any minor for which I am also signing. I understand that this is a legal document which is binding on me, my estate, heirs, executors, administrators, and assigns and on those who may claim by or through me.

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**Signature of Parent/Legal Guardian OR Participant if over 18 Years of Age.**

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**Printed Name of Person Signing this Form.**

**Date:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_ **Emergency Phone:** \_\_\_\_\_