

**Forest Entertainment, Inc. / A Petrified Forest™
Waiver, Release, Assumption of Risk, and Indemnity Agreement**

(This is an important legal agreement; take your time to read it carefully.)

By signing this document, I am forever waiving and releasing any and all claims I may now or later have against A Petrified Forest related in any way to my own and/or the minor child(ren) identified on page two of this document (hereinafter "**Listed Minors**") participation in any A Petrified Forest event or activity (including but not limited to Total Eclipse Nights) or the use of its facilities, including claims of negligence, and on behalf of myself, my spouse, children/wards, my parents, heirs, assigns, personal representatives, and estate, I hereby agree to fully and permanently release, waive, and discharge A Petrified Forest, its agents, owners, members, shareholders, directors, partners, employees, suppliers, manufacturers, participants, affiliates, successors, and assigns (collectively the "**Released Parties**") from any and all claims, liability, demands, or causes of action related in any way to my own and/or the Listed Minors participation in any A Petrified Forest event or activity (including but not limited to Total Eclipse Nights) or the use of its facilities, including use of or presence in any real or personal property of A Petrified Forest or the other Released Parties, without regard to whether a claim already exists or may arise in the future. I understand that (a) A Petrified Forest makes its services and facilities available to customers for recreational use only, (b) participation is purely a volunteer recreational activity designed for fun and is not a service to the general public or necessary in any sense, and (c) I and the Listed Minors are assuming the risks set forth in this Agreement.

Assumption of Risk: I acknowledge and understand that my own and/or the Listed Minors participation in any A Petrified Forest event or activity (including but not limited to Total Eclipse Nights) or the use of its facilities, comes with inherent risks and I hereby recognize and accept responsibility of any nuisance or minor injury that might result from that participation. I also acknowledge and understand that participation in Total Eclipse Nights means that *non-harmful* and *appropriate* contact by A Petrified Forest actors is expected and acceptable (you may be touched, grabbed, picked up, moved, etc.). The undersigned also accepts the probability of getting wet, being touched by props, or coming in contact with prop "blood" (it will wash out). I understand that if I do not want to take these risks or cannot afford to risk any injury, then I should NOT sign this document or participate in any A Petrified Forest event or activity (including but not limited to Total Eclipse Nights) or use its facilities nor should I allow my minor child(ren) to do so.

Release of Liability: I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Released Parties from any and all claims, demands, or causes of action, which are in any way connected with or related to my own and/or the Listed Minors participation in any A Petrified Forest event or activity (including but not limited to Total Eclipse Nights) or the use of its facilities, owned or operated by the Released Parties, including without limitation A Petrified Forest. **I am assuming on behalf of myself and/or the Listed Minors, all risk that may result from participation in any A Petrified Forest event or activity (including but not limited to Total Eclipse Nights) or the use of its facilities.**

Warranty of insurance and indemnification: I represent, warrant, and certify that (1) I am the parent or legal guardian of the Listed Minors identified on page two of this document and (2) I have adequate medical or other insurance to cover and pay for any possible injury that may occur to me or the Listed Minors for whom I have signed this Agreement, including without limitation any intensification or exacerbation of injury resulting from any preexisting medical or physical condition I or the Listed Minors may have. To the extent the insurance does not pay for all costs or damages, I also agree to pay for any and all costs and expenses of such injury or damage to myself or to the Listed Minors for whom I have signed this Agreement. I agree to defend, indemnify and hold A Petrified Forest and other Released Parties harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, including, but not limited to attorneys' fees, costs, damages, and/or judgments, related to my use or the Listed Minors use of any property owned by the Released Parties. Without limiting the generality of the foregoing indemnity obligation, I understand that I will be responsible to defend the Released Parties against, and to pay any judgment against the Released Parties, in any claim or lawsuit filed on behalf of the Listed Minors.

Miscellaneous: I agree that (a) the exclusive venue for any dispute or litigation between myself and A Petrified Forest will be the Second or Third district courts for the State of Florida, (b) the substantive law of Florida shall apply without regard to any conflict of law rules of another state, (c) the substantially prevailing party shall be entitled to its attorneys' fees and costs from the other party in litigation, and (d) if any part of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. The waiver, release, assumption of risk, indemnifications, and other legal obligations set forth in this Agreement shall remain in full force and effect and shall be applicable to any and all future uses of the Released Parties' facility by me or the Listed Minors for whom I have signed the Agreement below. I agree to read and follow the rules of the facility, and to cause the Listed Minors to follow such rules, including without limitation the rules posted on signs within the facility. I agree that I or the Listed Minors may be required to leave the facility, with no refund, for a failure to follow the rules.

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I understand that I am voluntarily giving up the right to bring a lawsuit or claim against the above mentioned Released Parties. I further understand and accept the above risks related to these activities. I have had sufficient opportunity to read this in its entirety.

Print Name

Signature

Date

Name of Minor child(ren)