

**SPINS BOWL CARMEL BOWLING, ARCADE AND AXE THROWING PARTICIPANT AGREEMENT,
RELEASE, AND ACKNOWLEDGMENT OF RISK**

**THIS IS AN IMPORTANT AGREEMENT THAT AFFECTS LEGAL RIGHTS. WE REQUIRE YOU READ IT IN ITS
ENTIRETY BEFORE SIGNING BELOW.**

This Participant Agreement must be signed by adult participants (18+) in order to engage in the climbing activities offered by Spins Bowl Carmel, LLC. If the participant is a minor, at least one parent or legal guardian (parent, authorized adult, and guardian being referred to in this document as "Parent") must sign, as evidence of their agreement to these terms and conditions, for themselves and on behalf of the minor participant. **ANYONE WHO ENTERS THE SPINS BOWL CARMEL, LLC, WITHOUT FIRST SIGNING THIS RELEASE AND WAIVER IS A TRESPASSER.**

In consideration of the services of **SPINS BOWL CARMEL, LLC**, their agents, owners, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Spins Carmel") I, an adult participant, or Parent of a minor participant (for myself and on behalf of that minor participant) understand, acknowledge and agree as follows:

Activities and Risks

I acknowledge that use of Spins Carmel's Premises consists of, but is not limited to: engaging and participating in, axe throwing, playing arcade games, and participating in bowling and bowling related activities, (all collectively and individually referred to as the "Activity"). I acknowledge that participating in the Activity consists of entails known and unanticipated risks which could result in physical and/or emotional injury, paralysis, death, and/or damage to myself, to property, and/or to third parties. Participants may also experience an increased heart rate and other symptoms of anxiety and stress due to, among other things, heights, physical exertion and reliance on others. Injuries may include breaks, sprains, strains, bruises and other contusions, running into other throwers/participants/spectators, and in extreme cases emotional upset, anxiety and even death. The description of risks above is not complete and other unknown or unanticipated risks, inherent and otherwise, may be encountered. **I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activity.**

The risks include, **among other things:** the hazards of walking on uneven terrain and slips and falls; being struck by objects dislodged or thrown from above; the risks of falling; the risks of others falling; the risk dropping a bowling ball on oneself or another; the risk of slipping on a bowling lane; the risk of cold and heat including hypothermia, and heat stroke; the risks associated with the throwing of, or use of axes of any kind or size, the serious injuries that could result from axe throwing such as, scarring, loss of an important bodily function, permanent disability, or death or the other potentially dangerous environment that can be caused to myself, or to other, from the misuse, or throwing of axes of any kind, or size, and/or my own physical condition, and the physical exertion associated with this Activity.

Participants in the activities share the responsibility with staff for compliance with safety procedures. Before engaging in the activities, participants must read and understand all instructions, posted or otherwise conveyed, receive specific training in using safety equipment, and understand and accept the risks involved. The staff may deny or terminate participation, or remove visitors from the premises at any time in its sole discretion. Among the hazards and risks of the activities and use of the premises and equipment of the Activity are the following: falls and abrupt and possibly harmful contact with other persons, structures and objects (fixed and moveable); carelessness and misjudgments of participants and staff of the Activity, including by failing to follow proper procedures, instructions and the operating policies; the failure of structures and equipment; and the forces of nature, predictable and unpredictable.

Assumption of Risks

If I am an adult participant or Parent, I hereby acknowledge and assume all of the risks described above and their inherency, and that other risks, inherent and otherwise, may be encountered. I expressly assume all the risks of enrollment and participation in the activities and moving about the premises of the Activity, inherent or not, and whether or not described above. If I am the Parent of a minor participant I have discussed the activities and risks with the minor child who understands and accepts them. By participating in the Activity, I agree my image and/or voice may be recorded for possible broadcast or other promotional purposes without compensation.

I hereby acknowledge, agree, and represent that I have or will immediately upon entering any Restricted Area, and will continuously thereafter, inspect the Restricted Area which I enter, and I further agree and warrant that, if at any time, I am in or about any Restricted Areas and I feel anything to be unsafe, I will immediately advise the officials of such and if necessary will leave the Restricted Area and/or refuse to participate further in the Activity. I hereby acknowledge, agree, and represent that I am physically, emotionally and mentally able to participate in axe throwing.

I hereby acknowledge that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. **Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.**

Spins Bowl Carmel, LLC, Diamond Properties, LLC, Diamond Hospitality Group LLC, Diamond Property Management LLC, and all affiliates cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while utilizing Spins Carmel's services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize Spins Carmel's services and/or enter onto Spins Carmel's premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and on behalf of my minor child, in order to utilize Spins Carmel's services and enter Spins Carmel's premises. These services are of such value to me (and/or my child) that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize Spins Carmel's services and premises in person

Release and Indemnity

If I am an adult participant or Parent (for myself and, to the maximum extent allowed by law, on behalf of the minor participant) I agree to release and not to sue Spins Bowl Carmel, LLC and/or their respective owners, members, officers and staff ("Released Parties") with respect to any and all claims of injury, disability, death, or other loss or damage to person or property suffered by me or by the child, if applicable, arising in whole or part from my (or the child's) visit to the premises of the Activity or participation in any activity. I agree for myself and on behalf of the minor participant **NOT TO SUE** and to **INDEMNIFY, DEFEND, AND HOLD HARMLESS, Spins Bowl Carmel, LLC** a New York limited liability company, its managers, members, owners, agents, directors, attorneys, staff, volunteers, successors, affiliates, heirs, investors, partners, promoters, participants, sanctioning organizations or any subdivision thereof, officials, rescue personnel, any persons in any Restricted Area, sponsors, advertisers, owners and lessees of premises used to conduct the Activity, premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Activity and/or in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Spins Carmel's services and premises as well as Diamond Hospitality Group LLC, Diamond Properties LLC, DP53, LLC, and Diamond Property Management LLC, in law and in equity against any and all claims, suits or actions of any kind, whatsoever, for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees, costs of defense, and any related costs, if litigation or the threat of litigation arises pursuant to any claims made by me or by anyone else acting on my behalf or on behalf of the minor participant. If I make any such claim or any such claim is made by anyone on my behalf or on behalf of the minor participant or as a consequence of the minor participant's participation in activities on the SPINS BOWL CARMEL, LLC, I agree for myself and on behalf of the minor participant to reimburse all such costs and liability to the person or entity who incurs such costs or liability from such suits, claim, demands or actions of any kind.

These agreements of release and indemnity include loss or damage caused or claimed to be caused in whole or in part by the negligence of a Released Party, but not intentional wrongs or the gross negligence of a Released Party. In the event that any damage to equipment or facilities occurs as a result of my or the minor participant's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

Additional Provisions

If I am an adult participant or Parent, I acknowledge and agree to the following additional provisions: In any lawsuit or other action against The Activity or another Released Party arising from bodily injury, death, property loss or damage, I agree that, to the extent permitted by law, the total amount recoverable by me or the minor child for such bodily injury, death, property loss or damage shall not exceed the amount of \$1,000,000.

The Activity does not have medical personnel or treatment available to visitors. I hereby authorize and grant permission to the Activity to secure emergency medical treatment for myself, or, if I am the Parent, the minor child, if necessary. I represent that I, or the minor child who is a participant, has no medical or health condition which might cause me, him or her to be a danger to ourselves or to others. I agree to be responsible for all costs of medical care, including transportation, for myself, or the child. I am, or the child is, covered by adequate medical health insurance to provide for any medical costs that may be incurred. If I am an adult participant or Parent, I agree that any dispute between a Released Party and a participant or Parent will be governed by the Substantive laws of New York, (not including laws which might

apply the laws of another jurisdiction), and any mediation or suit shall take place only in that state. I will pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by me, or by or on behalf of the minor participant, if the claim or suit is withdrawn or to the extent a court or mediator determines that the Released Party is not responsible for the claimed injury or loss. If any term or provision of this Agreement is held by a court or proper jurisdiction to be illegal, unenforceable or in conflict with any governing law, the validity of the remaining portions of the Agreement shall not be affected thereby.

Spins Carmel Safety Guidelines

Your understanding of our Safety Guidelines (“Guidelines”) helps us keep you safe. Please read the following so that you may know what we expect of you. Use, access, and/or participation in or on Spins Carmel owned equipment will hereby be referred to, individually and collectively, as the “Activity.”

This Participant Release document, signed, is required of all adult participants seeking access to the Activity and those minor participants that are unaccompanied by an adult (18+) and so permitted with a properly signed and completed Release. Completion of such form is proof of your understanding of the following policies.

All Axe Throwing (“Axe”) participants are required to attend a Spins Carmel pre-course training session. The training session will instruct all participants in the safe operating procedures of the systems. Staff may refuse course access if a participant does not demonstrate an appropriate comprehension level of the safety policies. Spins Carmel requires for minors age 7 years and up being supervised by an adult (18+).

There is no quantifiable level of fitness required to participate in the Activity. Participants should be of reasonable health and possess no medical conditions that could pose harm to themselves or others in undertaking light to moderate to strenuous levels of exercise. The Activity requires varying levels of strength, stamina, and agility. If you are unsure about your ability to participate, please consult your doctor prior to your visit. The Staff is not responsible for determining an appropriate level of physical fitness, however the Staff reserves the right to refuse admittance to persons who appear intoxicated or otherwise impaired or unfit for participation.

If you are pregnant we strongly suggest that you do not participate in the Activity. The level of exertion required to participate poses a serious risk of injury to mother and child. All participants are required to wear and return the personal protective equipment as issued by Spins Carmel. Participants must be dressed appropriately, including wearing closed toe shoes and wearing no loose jewelry. Loose fitting clothing and long hair must be secured, as they otherwise pose a safety risk. Spins Carmel is not responsible for loss or damage caused to personal effects.

All participants must act considerately and responsibly when interacting with Staff and fellow participants. Failure to do so is grounds for removal from the Activity. No refunds will be issued.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this Activity, I may be found by a court of law to have waived my right to maintain a lawsuit against *Spins Carmel* on the basis of any claim from which I have released them herein. I also understand and agree that I will not participate in the Activity if I am under the influence of alcohol or drugs. I have had sufficient opportunity to read this entire document.

I am completing this Document for the following Participant(s) (CHECK ONE):

Myself Only

Minor(s) Only

Each Adult Participant (18 & older) needs to complete their own Waiver Form, and Minor Participants need their Parent, Guardian, or Adult Authorized by the Minor's Parent or Guardian to complete the Waiver Form for them.

I agree that I am responsible for the safety, well being, and behavior of the Minor(s). Additionally, I have communicated the Spins Carmel Safety Guidelines to the Minors, and believe each of us to have a thorough understanding of them.

In the unlikely event of an accident involving the Minor(s), or loss or damage to his/her/their personal effects, I acknowledge that Spins Carmel will not be liable for any direct or indirect loss, damage or injury arising from or in connection with the Activity.

I certify that the Minor(s) do not have any physical or medical conditions which could interfere with his/her/their safely undertaking the Activity offered or provided by Spins Carmel.

I have read this Release and Waiver and understand the consequences of signing it.

Participant's Name: _____ **Date of Birth:** _____

Name of Adult Participant or Parent, Guardian, or Adult Signing below: (Print) _____

Date:

Signature: