

ACKNOWLEDGEMENT OF RISK, WAIVER OF LIABILITY, RELEASE

In consideration of my ability to participate in the Island Warrior and Miniature Golf activities including Inflatables and Indoor Playground and any and all associated activities and events operated and hosted by LOST ISLAND LLC (hereinafter collectively "LILLC") including, without limitation, driving, riding, racing, training, learning, practicing, competing, maintaining vehicles, observing, playing recreation of every type and description, and/or for any other purpose (hereinafter collectively "Events") and in consideration of my ability to enter into or upon the premises, locations, and facilities where said Events are or will be taking place, I, for myself, my representatives, agents, assigns, successors, heirs, and next of kin (hereinafter collectively "verbal agreement") hereby agree and represent as follows:

This waiver hereby releases LILLC and its owners, employees, contractors, permittees, agents, representatives, assignees, successors, heirs, volunteers and other entities working for or with LILLC, as well as any other entities working for or with it from any and all liability, loss, damages, costs, claims and/or causes of action, including but not limited to injury to the person or property and emotional and bodily injuries, including death, including without limitation any and all liability caused or occasioned by the sole or partial fault of negligence of LILLC, arising in any way from or related to person who verbally agrees participation in and Events as herein described, the person who verbally agrees presence on, in, or about the premises where said Events are or will be taking place, and the person who verbally agrees use of LILCC premises, facilities, equipment and machinery.

The verbal agreement acknowledges that he/she will be participating in activities, including but not limited to, go-karting, mini-golfing and other activities, which involve the risk of injury, death, damage, or loss that may occur as a result of his/her participation in LILLC's activities or programs and/or the use of LILLC premises, facilities, equipment, and/or machinery. The verbal agreement hereby releases and holds LILLC harmless from liability for any such injury or damage, including any injury or damage that may result from LILLC'S negligence and that may occur as a result of any emergency care provided, if any. The verbal agreement also hereby agrees to indemnify, save, and hold harmless LILLC from any liability, loss damages, costs, claims and/or causes of action they may incur (including attorney's fees and court costs), arising out of or related to the to the person who verbally agrees participation in the Events or in any way related to the person who verbally agrees presence in or upon the premises where the Events are or will be taking place, including without limitation that caused by the negligence of LILLC that occurred as a result of emergency care provided. The verbal agreement also agrees to pay LILLC for any and all damages to the premises, facilities, equipment and or machinery caused by the person who verbally agreed.

The verbal agreement acknowledges that he/she will not participate in and Events or utilize the premises, facilities, equipment, or machinery if under the influence of alcohol or drugs, or have a physical condition that would impair his/her ability to understand and follow directions and participate without creating risk to others or him/herself. It is the person who verbally agrees responsibility to consult with a doctor prior to participation and to participate only in those activities for which he/she has been cleared by his/her personal doctor, and possesses the required skills, qualifications, training and physical conditioning.

LILLC reserves the right to deny participation to any person for any reason, including, but not limited to, failure to complete and sign the Acknowledgement of Risk, Waiver of Liability, and Release form, failure to follow LILLC rules and regulations, failure to follow LILLC and/or written or oral instructions/commands, display of actions or attitude the LILLC deems to be detrimental to its business and/or other patrons, possession of banned or illegal substances, and engaging in unsafe or erratic behaviors/actions. In such and instance, LILLC reserves the right to require that any person leave the premises immediately and without refund of any fees paid.

In the event of an emergency requiring medical care, the verbal agreement authorizes LILLC to use its best efforts to obtain whatever medical treatment it, in its sole discretion, deems appropriate under the circumstances, and consents to receive such medical treatment, if any. The verbal agreement acknowledges that LILLC shall have no responsibility to pay for medical treatment and related costs in any event.

The verbal agreement agrees that he/she may be photographed and consents to the use of any photograph, video, film or likeness to be used by LILLC for any legitimate business purpose.

The verbal agreement that this Acknowledgement of Risk, Waiver of Liability and Release is intended to be and shall be construed as broadly and inclusively as is permitted by the law of the Common Wealth of Colorado or other applicable laws, and that it is fully severable, such that if any portion is held to be invalid, the person who verbally agreed agrees that the balance shall nonetheless continue in full force and effect. The verbal agreement also agrees that no oral or written representations can or will alter the contents of this document.

By being on the property it is consent for the Acknowledgement of Risk, Waiver of Liability and Release, the verbal agreement certifies:

I HAVE READ AND UNDERSTAND THE CONTENT OF THIS ACKNOWLEDGEMENT OF RISK, WAIVER OF LIABILITY, AND RELEASE. I AM AWARE THAT BY EXECUTING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS THAT I, MY CHILD, OR HEIRS, NEXT OF KIN, AGENT, ASSIGN, EXECUTORS OR ADMINISTRATORS MAY HAVE HAD AGAINST LILLC. I AM AT LEAST 18 YEARS OF AGE, POSSESS A VALID STATE DRIVER'S LICENSE, AND VERBALLY AGREE. THIS RELEASE SHALL CONTINUE IN FORCE DURING THIS VISIT AND ALL FUTURE VISITS, UNLESS AND UNTIL REVOKED IN WRITING BY THE PERSON VERBALLY AGREEING.