

**HIGH EXPOSURE LLC PARTICIPANT AND ARBITRATION**  
**AGREEMENT AND GENERAL RELEASE**

I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby enter into this agreement in consideration for my/our participation in any or all of the services and activities, including, but not limited to, climbing, ninja warrior, parkour, Nerf gun games and use, free running, obstacle training, incidental weight and fitness training, participation in activities in the rock gym, bouldering area and Nerf arena, and any and all other games and/or activities (collectively "ACTIVITIES"), provided at or by HIGH EXPOSURE LLC and its agents, owners, affiliates, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, insurers, facility operators, land and/or premises owners, including but not limited to The Kazan Group, LLC, and any and all other persons and entities acting in any capacity on behalf of HIGH EXPOSURE LLC (collectively "HIGH EXPOSURE LLC"). I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby agree to all terms as set forth herein on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, heirs, assigns, personal representatives and estate, and all other persons and entities as set forth below and to the fullest extent as permitted under the law.

**(1) INSPECTION OF PREMISES.** The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby acknowledges, agrees and represents that immediately upon entering or participating I will inspect and carefully consider HIGH EXPOSURE LLC'S premises and facilities. It is further warranted that such entry into HIGH EXPOSURE LLC'S facilities for observation or use of any facilities or equipment or participation in ACTIVITIES constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) as being reasonably suited for the purpose of such observation, use or participation by myself, and/or by my spouse, minor child(ren)/ward(s).

**(2) FITNESS AND ACCOUNTABILITY.** The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby represent that (i) I/we are in good health and in proper physical condition to participate in the ACTIVITIES in which HIGH EXPOSURE LLC provides; and (ii) I/we are not, and during ACTIVITIES will not be, under the influence of alcohol or any illicit or prescription drugs which would in any way impair my/our ability to safely participate in ACTIVITIES; (iii) I/we have not been advised against any physical activity by a health professional; and (iv) I/we agree that I/we do not have to participate in any ACTIVITIES I/we do not voluntarily wish to participate in and that I/we will only participate in any ACTIVITIES for which I/we have sufficient skill to avoid injury; (v) I/we agree to assume any and all responsibility for any/all injuries I may cause to any other participant, client, patron, or employee at HIGH EXPOSURE CLIMBING, LLC, which arises out of my/our participation in the ACTIVITIES. I agree that it is my/our sole responsibility to determine whether I/we are sufficiently fit and healthy enough to participate in the ACTIVITIES.

**(3) ACKNOWLEDGMENT AND ACCEPTANCE OF RULES AND WARNINGS.** The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), agree to be familiar with and to abide by the rules, warnings and instructions established for the ACTIVITIES, which include without limitation the rules, warnings and instructions posted in the facility and/or on the website, in addition to those rules implemented to prevent the spread and decrease the risk of communicable diseases (including but not limited to coronavirus/COVID-19, other viruses, bacteria, and all other infectious pathogens and disease vectors), which may include the mandatory use of a mask and other handwashing and social distancing measures. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), accepts sole responsibility for my/our own conduct and actions, as

well as the conduct and actions of my spouse, minor child(ren)/ward(s) while participating in the ACTIVITIES.

**(4) ACKNOWLEDGEMENT AND ASSUMPTION OF RISK.** I acknowledge that I and/or my spouse, minor child(ren)/ward(s), for whom I represent that I have full authority as parent or legal guardian to bind the minor participant to this agreement, am voluntarily participating in the ACTIVITIES, which I/we agree are dangerous and entail both known and unknown inherent risks, including the risk of injury, permanent disability, or even death, deriving from, but not limited to, equipment malfunctions; building malfunctions; lack of supervision and/or trained hosts; use of or lack of equipment including but not limited to padding, netting, harnesses, belays, goggles or facemasks or other equipment used in connection with the ACTIVITIES; physical demands and movements; slipping; falling; landing; or colliding with fixed objects or other people, as well as the negligence and/or omissions committed by me, my spouse and/or my child (ren)/ward(s), HIGH EXPOSURE LLC, and/or any other person and/or entity while on the premises; potential exposure to communicable disease (including but not limited to coronavirus/COVID-19, other viruses, bacteria, and all other infectious pathogens and disease vectors). I/we hereby voluntarily assume all such risks. Despite known and unknown risks including but not limited to such exposure, as well as to serious bodily injury, permanent disability, paralysis and loss of life that may be **sustained** while on or about HIGH EXPOSURE LLC's facility.

**(5) RELEASE OF LIABILITY.** I, on behalf of myself, and/or on behalf of my spouse hereby expressly, unconditionally and voluntarily remise, release, waive, relinquish, acquit, satisfy and forever discharge and agree and covenant not to sue HIGH EXPOSURE LLC, including its suppliers, designers, installers, creators, manufacturers of any equipment, obstacle or such other material in HIGH EXPOSURE LLC'S facility (all hereinafter referred to as "EQUIPMENT SUPPLIERS") and agree to hold said parties harmless of and from any and all manner of actions or omission (s), causes of action, suits, sums of money, controversies, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by HIGH EXPOSURE LLC or any EQUIPMENT SUPPLIERS while in or about the premises and/or while participating in or as a result of participating in any of the ACTIVITIES in or about the premises and/or while using any items purchased in or about the premises, whether the action arises out of any damage, loss, exposure to communicable disease (including but not limited to coronavirus/COVID-19, other viruses, bacteria, and all other infectious pathogens and disease vectors), personal injury, emotional injury, or death to me or my spouse. This Release of Liability is effective and valid regardless of whether the damage, loss or death is a result of any act or omission on the part of HIGH EXPOSURE LLC and/or any EQUIPMENT SUPPLIERS.

**Check to Acknowledge and Agree**

**(6) INDEMNIFICATION.** I, on behalf of myself and my spouse, agree to indemnify and hold harmless HIGH EXPOSURE LLC and all EQUIPMENT SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by HIGH EXPOSURE LLC and all EQUIPMENT SUPPLIERS as a result of any claims asserted by myself or my spouse against HIGH EXPOSURE LLC and all EQUIPMENT SUPPLIERS, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments HIGH EXPOSURE LLC and all EQUIPMENT SUPPLIERS incurs in the event of such loss whether caused by the negligence of HIGH EXPOSURE LLC or any EQUIPMENT SUPPLIERS and that on behalf of myself and/or my spouse I further agree to indemnify and hold harmless HIGH EXPOSURE LLC for any injury, exposure to communicable disease (including but not limited to coronavirus/COVID-19, other viruses, bacteria, and all other infectious pathogens and disease vectors), damage and/or harm myself and/or my spouse cause to HIGH EXPOSURE LLC or its facility and/or to any and all other persons and entities acting in any capacity on behalf of HIGH EXPOSURE LLC.

**(7) LIABILITY FOR PROPERTY.** I, on behalf of myself and/or my spouse and my minor child(ren)/ward(s) agree HIGH EXPOSURE LLC is not liable to me/us or our guests, child(ren)/ward(s) for any personal property that is damaged, lost, or stolen while on or about the HIGH EXPOSURE LLC premises.

**(8) ATTORNEYS' FEES.** To the extent permitted by law, I, on behalf of myself, my spouse and/or my minor children, promise to indemnify and pay HIGH EXPOSURE LLC for any attorneys' fees and/or costs incurred to enforce the Arbitration provision of this agreement, including all costs associated with any collection efforts.

**(9) PHOTO RELEASE.** By entering HIGH EXPOSURE LLC and participating in the ACTIVITIES, I hereby grant HIGH EXPOSURE LLC on behalf of myself, my spouse and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me, my spouse or my child (ren)/ward(s) in connection with HIGH EXPOSURE LLC and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration and without compensation.

**(10) TERMS OF AGREEMENT AND SEVERABILITY.** I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my spouse and/ or child(ren)/ward(s) visit HIGH EXPOSURE LLC. The undersigned further expressly agrees that this agreement is intended to be as broad and inclusive as is permitted by the laws of this state and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**(11) ARBITRATION AND VENUE.** I, on behalf of myself and/or my spouse and my minor child(ren)/ward(s), agree that if I/we are injured at the premises and want to make a claim and/or if there are any disputes regarding this agreement and/or if I/we have any claims or disputes against HIGH EXPOSURE LLC for any reason whatsoever, whether based in tort, common law duty, contract, warranty, statutory violation, regulatory violation, and/or any other legal or equitable basis or theory, I/we hereby waive any right I/we have to a trial in a court of law before a judge and jury. I agree that such claims or disputes shall be resolved by binding arbitration before one arbitrator to be administered by the American Arbitration Association (the "AAA") and pursuant to its rules and procedures as found at <http://www.adr.org> or by a retired New Jersey Superior Court Judge to be selected by the parties.

By initialing and signing below, I/we understand that Arbitration is a waiver of the right to bring suit in a court or judicial forum. Arbitration is a substitute for the right to seek relief in court. Arbitration is a private and confidential process of resolving claims or disputes at a hearing in front of a neutral third person, conducted outside of a court of law and without a judge or jury.

I/we further agree that the arbitration hearing will take place solely in the State of New Jersey and that the substantive law of New Jersey shall apply to the claim and/or dispute. The Arbitration shall be governed by the New Jersey Alternate Dispute Resolution Act, N.J.S.A. 2A:23A-1 et seq., ("NJADRA") and the Uniform Arbitration Act, N.J.S.A. 2A: 23B-1 et seq., ("UAA"). The Arbitration proceedings, including all discovery, results, and awards shall be confidential. Unless otherwise agreed, ordered, or awarded, the Parties shall be responsible for paying their own attorneys' fees and expenses. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement. I further agree that both HIGH EXPOSURE LLC and I/we shall resolve

any claims or disputes solely on an individual basis, and shall not be entitled to join or consolidate claims or disputes as a class action, mass tort, representative action, collective action, private attorney-general action, or any proceeding in which HIGH EXPOSURE LLC or I/we acts or proposes to act in a representative capacity. This Agreement does not permit class action arbitrations.

I/we agree that such claims or disputes shall be brought within one year of the accrual of such claims or disputes, except for claims of minor children which shall be equitably tolled in accordance with New Jersey law. I understand and acknowledge that the equitable tolling of time to bring a claim or dispute on behalf of a minor child(ren) shall not be construed as modifying any other provision of this Agreement.

**Check to Acknowledge and Agree**

**By signing this document, whether in written or electronic format, I understand that I will be bound to the terms set forth herein. I further certify that I am authorized to enter this agreement on behalf of myself, my spouse, and any minor children/wards as set forth herein.**

You MUST be 18 years old or older to sign your own waiver  
You MUST be the Parent or Legal Guardian to sign for a minor (under age 18)

Adult First Name: \_\_\_\_\_ Adult Last Name: \_\_\_\_\_

Adult DOB: \_\_\_/\_\_\_/\_\_\_\_\_ Adult Address: \_\_\_\_\_

Adult Phone No.: \_\_\_\_\_

Adult E-mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date of Signature: \_\_\_/\_\_\_/\_\_\_

**Enter Full Name and Date of Birth of all Family Members Participants under age 18:**

**Name (First, Last) \_\_\_\_\_ DOB \_\_\_\_\_**

**Name (First, Last) \_\_\_\_\_ DOB \_\_\_\_\_**

**Name (First, Last) \_\_\_\_\_ DOB \_\_\_\_\_**