

**PARTICIPANT RELEASE OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNIFICATION AGREEMENT**

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING.

I, the undersigned individual, desire to participate in the Rock Wall (the "Activity") and otherwise use the equipment and facilities offered by Hinkle Fun Center (the "Company"). As consideration for the Company permitting me to participate in the Activity and use its equipment and facilities, I, on behalf of myself and my spouse, children, parents, heirs, assigns, personal representatives, and estate (collectively, "I"), agree to release, discharge, indemnify, defend, and hold harmless the Company and each of their respective agents, affiliates, owners, officers, members, participants, employees, landlords, and all persons or entities acting in any capacity on their behalf (collectively, "Releasees"), as follows:

1. **ACKNOWLEDGMENTS:** I acknowledge and certify: (i) I am at least 18 years old, or that the named minor who is under 18 years of age of whom I am the parent or legal guardian, does not have any medical or physical condition(s) that would preclude participation in the Activity, and am not intoxicated nor under the influence of any drug, prescription or otherwise; (ii) I have read or otherwise been apprised of, and agree to comply with, all rules relating to my participation in the Activity, as well as any instructions from the Activity operator(s); and (iii) I have adequate insurance to cover any injury or damage caused or suffered while participating in the Activity, or else I agree to bear the costs of such injury or damage myself.
2. **ASSUMPTION OF THE RISKS:** I acknowledge and understand that participating in the Activity inherently entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to me, to property, or to third parties, including risks related to the negligence or fault of any Releasee. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the Activity. The risks include, among other things, potentially strenuous climbing, and rappelling, which could result in musculoskeletal injuries including head, neck, and back injuries, paralysis, or even death. MY PARTICIPATION IN THE ACTIVITY IS VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THE RISKS.
3. **RELEASE OF LIABILITY AND INDEMNIFICATION:** I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, COSTS, EXPENSES, CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT I OR ANY THIRD PARTY MAY HAVE OR THAT MAY BE BROUGHT AGAINST ANY OF THE RELEASEES AS A RESULT OF ANY INJURY OR DAMAGE TO MY PERSON OR PROPERTY OR WHICH ARE IN ANY WAY CONNECTED WITH MY PARTICIPATING IN THE ACTIVITY OR MY USE OF THE COMPANY'S EQUIPMENT OR FACILITIES, INCLUDING ANY CLAIMS BASED ON ANY NEGLIGENCE OR FAULT OF ANY RELEASEE, INVASION OF RIGHTS OF PRIVACY, VIOLATION OF RIGHT OF PUBLICITY, DEFAMATION, OR APPROPRIATION. WITHOUT LIMITING THE FOREGOING, I COVENANT AND AGREE TO WAIVE ANY CLAIM AND NOT TO INSTITUTE LEGAL PROCEEDINGS AGAINST ANY RELEASEE FOR ANY OF THE CLAIMS RELEASED IN THIS AGREEMENT.

4. **ARBITRATION OF DISPUTES; WAIVER OF JURY TRIAL; TIME LIMIT TO BRING CLAIM; AND CHOICE OF LAW:** The parties agree that ANY AND ALL DISPUTES ARISING OUT OF THE ACTIVITY, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL (i.e., the date of the alleged injury) AND BE DETERMINED BY ARBITRATION IN THE STATE OF NEW MEXICO BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS RULE 16.1 EXPEDITED RULES AND PROCEDURES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. This agreement shall be governed by and construed under the laws of New Mexico, without regard to conflicts of law provisions. Notwithstanding the provision with respect to the applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Sec. 1-16). I understand and acknowledge that the JAMS Arbitration Rules to which I agree are available online for my review at jamsadr.com, and include JAMS Comprehensive Arbitration Rule & Procedures; Rule 16.1 Expedited Procedures; and, Policy on Consumer Minimum Standards of Procedural Fairness.
5. **SEVERABILITY.** The parties understand and agree that this agreement is intended to be as broad and inclusive as is permitted by applicable law, and that if any portion of this agreement is found to be void, invalid, or unenforceable, the remaining portions shall remain in full force and effect.

BY PHYSICALLY OR ELECTRONICALLY SIGNING BELOW, I AFFIRM THAT I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENT AND PURPOSES, AND VOLUNTARILY AGREE TO ALL THE TERMS SET FORTH ABOVE.

Participant Name

Participant Date of Birth

Participant Signature (Parent or legal guardian if less than 18 years old)

Print Name

Date Issued

Contact Phone Number