

Cobb Co LLC

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Participant: _____ (hereinafter "Participant")

Upon signing this Agreement and forever thereafter, Participant agrees that if he/she participates in or attends any activity, training, instruction, program, class, session, or other event, at Cobb Co LLC Locations. (hereinafter "Cobb Co") or is present on Cobb Co premises or uses any Cobb Co facility, Participant does so at his/her own risk and Participant assumes the risk of any and all injury and/or damage he/she might sustain, regardless of whether he/she is a participant, a spectator, or otherwise. Participant's assumption of risk includes but is not limited to: the use of any archery or other equipment (mechanical or otherwise), and accessing Cobb Co premises. Participant further agrees to assume the risk of his/her participation in or presence at any activity, training, instruction, program, class, session, or other event or Cobb Co-sponsored event. Participant agrees that he/she is voluntarily participating in the activities and assumes all risk, known and unknown, associated with same. Participant agrees on behalf of himself/herself (and his/her spouse, all his/her children, personal representatives, heirs, executors, administrators, agents, and assigns) to forever release and discharge Cobb Co., its owners, employees, agents, representatives, affiliates, successors, and assigns from any and all claims or causes of action (known or unknown) arising out of the negligence of Cobb Co, whether active or passive, or that of any of its affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) Participant's use of any equipment or facilities which may malfunction or break, (b) Cobb Co's improper maintenance of any equipment or facilities, (c) Cobb Co's negligent instruction or supervision, (d) Participant slipping or tripping and falling while on Cobb Co's premises, including Cobb Co's negligent inspection or maintenance of such premises, and (e) Participant sustaining personal injuries as a result of the dangerous condition of property on which Participant is present in relation to any Cobb Co function, including Cobb Co's negligent inspection or maintenance of such premises. By executing this Agreement, Participant hereby agrees to indemnify and hold harmless Cobb Co from any loss, liability, damage, or cost Cobb Co may incur due to Participant's presence at any Cobb Co premises or facility. Participant further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the state in which this agreement is entered into, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts. Participant acknowledges that Cobb Co provides services to its customers, and is in the business of selling, leasing, or otherwise placing into the stream of commerce equipment manufactured by third parties. This waiver and release of liability includes, without limitation, negligent or intentional acts and/or omissions of third-party manufacturers of equipment. PARTICIPANT ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. PARTICIPANT IS AWARE AND AGREES THAT BY EXECUTING THIS WAIVER AND RELEASE, HE/SHE IS GIVING UP HIS/HER RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST COBB CO. FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES. PARTICIPANT HAS READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAS BEEN MADE. PARTICIPANT AGREES, FOR HIMSELF/HERSELF AND HIS/HER SPOUSE, CHILDREN, SUCCESSORS, HEIRS AND ASSIGNS, THAT THE ABOVE REPRESENTATIONS ARE CONTRACTUALLY BINDING, AND ARE NOT MERE RECITALS, AND THAT SHOULD PARTICIPANT OR HIS/HER SUCCESSORS ASSERT ANY CLAIM IN CONTRAVENTION OF THIS AGREEMENT, THE ASSERTING PARTY SHALL BE LIABLE FOR THE EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) INCURRED BY THE OTHER PARTY OR PARTIES IN DEFENDING AGAINST ANY SUCH ACTION. PLEASE RESPECT COBB CO AND ALL OF THE EQUIPMENT, ALL RULES MUST BE FOLLOWED FOR THE SAFETY OF EVERYONE. IF RULES ARE NOT FOLLOWED YOU WILL BE ASKED TO LEAVE. IF FAILING TO FOLLOW THE RULES RESULTS IN HARM TO YOURSELF, GUESTS, OR EQUIPMENT YOU WILL BE HELD LIABLE FOR DAMAGES

Date

Printed Name of Participant

Printed Name of Participant's Parent or Guardian if Applicable

Signature of Participant, Parent or Guardian as Applicable

RULES

- 1. All Users must sign the WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**
 - a. If you use this equipment or any equipment of Cobb Co without signing this agreement, you are blindly agreeing to all of its terms. If caught using the equipment without signing the form, you will be asked to sign the document or removed from the facility.**
- 2. All archery and projectile equipment must be rated at 350 Feet Per Second or lower.**
- 3. No tipped arrows or bolts are allowed inside the facility at any time. "Excluding Techno Hunt Tips Provided by Cobb Co LLC"**
- 4. All Participants must sign the Waiver and Release of Liability Form and Indemnity Agreement.**
 - a. Allowing someone to use the equipment "Yours or Cobb Co's" who has not signed the waiver is a violation of the rules and you accept full liability of the actions of such person.**
- 5. No arming, pulling the string, and or notching of arrows. (hereinafter "Arming") outside of the Firing areas within the Techno Hunt tunnel.**
 - a. Absolutely no arming of equipment while someone is in front of you of the tunnel.**
 - b. Absolutely no arming of equipment unless the equipment is pointed at the screen.**
 - c. All spectators must be behind the active player up for firing.**
 - d. Absolutely no retrieval of ammunition until the system tells you it is time to recover ammunition "Arrows"**
- 6. No Running withing the tunnel or within the facility.**
- 7. You are responsible for your and or Cobb Co equipment and must insure bows, crossbows, and other projectile equipment are kept in a safe place out of the reach of other guests.**
- 8. If you have minors with you, you are responsible for watching them, and liable for all their actions.**