



COSTA DEL SUR LLC., - MOJITOS COUNTRY CLUB

PARTICIPANT AGREEMENT – WAIVER, RELEASE AND ASSUMPTION OF RISK

I understand and agree, on behalf of all Releasing Parties, as follows:

(1) Parties:

Releasing Parties include: The Participant(s) named below and their family members, guardians, heirs, next of kin, and anyone else who might claim or sue on the Participant(s), including any representatives, successors and assigns, or insurers.

Released Parties include: Mojitos Country Club and its individual members, managers, employees, agents, volunteers, predecessors, successors, assigns, affiliated entities, heirs, personal representatives, and all other persons, firms, or entities claiming by or through them are hereinafter known as “*Club Owner.*”

(2) Acknowledgement of Risks:

(a) I understand that there are risks associated with participation and use of the Mojitos Country Club inflatable play areas, attractions, and common areas. Guests agree to assume the risks of using the park and acknowledge that they may be exposed to a variety of hazards and risks, foreseen and unforeseen, that may result in serious personal injury. Such risks cannot be eliminated without destroying the unique experience at Mojitos Country Club. I agree to use the facilities in a safe and responsible manner.

(b) Agree to abide by the rules of Mojitos Country Club and instructions and the directions of all employees and representatives, whereby I acknowledge that (i) those rules, instructions and directions are intended to promote the safety of both myself and others; (ii) my failure or refusal to abide by those rules, instructions and directions can lead to the immediate revocation of my right to use the club’s attractions, common areas, and its facilities, without any right to refund of any payments made; and (iii) in the event of sickness, accident or injury, I authorize the Club employees and representatives to obtain, on my behalf, emergency medical treatment and to secure such medical treatment at my expense;

(3) Assumption of Risks & Indemnification Agreement:

(a) I assume all the risks of participating in the activities at Mojito’s Country Club, and I take full responsibility for all damages, liabilities, losses, or expenses that I may incur as a result of participation. I voluntarily and forever waive, release, covenant not to sue, and discharge the Released Parties and owners from any against all claims, actions, causes of action, demands, judgements, damages (including compensatory, general, special, consequential, exemplary and punitive), liability or obligations of any nature or kind, whether known at the time I leave the club premises or which may arise or become

known later, which accrue on account of, or in any way arise out of or in connection with (i) my activities within Mojitos Country Club; (ii) the activities within the club by others; (iii) the operation of the club by club owner regardless of whether such claims are founded in whole or in part upon alleged negligence, or the actual negligence of Club Owner; (iv) my use of any and all club facilities; and (v) my use of any and all equipment within the Club, whether owned by me, Club Owner, or a third party;

(b) Agree to indemnify and hold Club Owners harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever, including, but not limited to, any and all attorneys' fees, costs, damages, and/or judgements directly or indirectly arising out of, or relating to my acts or omissions while participating in any activities at Mojitos Country Club;

(c) Agree to accept and assume all of the risks which accompany the club's activities and represent that my participation in the activities is purely voluntary and I elect to participate in the activities/attractions notwithstanding the risks;

(d) Fully understand that participating in the activities within the club involves physical exertion; and accordingly represent that I (i) am in sufficient good health to participate in activities within the club; (ii) I do not have any pre-existing physical or medical condition, including without limitation pregnancy, orthopedic problems, including back problems; heart problems; and/or breathing problems, that might be impacted or worsened by my use of the Club; and (iii) will not use the Club and its facilities while under the use of any drugs, alcohol, or medications that may impair my physical abilities or judgement;

(e) Certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the activities within the Club, or if not, I agree to bear the costs of such injury or damage to myself and others; and,

(f) Authorize Club Owner, and its successors to capture my image, likeness and sounds in photographs, videotapes, recordings or other forms of media ("Images"). I acknowledge that (i) the club is a public place and that neither I nor anyone in my party has any expectation of privacy anywhere in the Club with the exception of the restrooms; (ii) Club Owner will own such images and I grant permission, without compensation, for Club Owner, or any affiliated party of the Mojitos Country Club brand, to copywrite, display, publish, distribute, use, modify and print such Images in any lawful manner, including without limitation, in publications, advertisements, brochures, web sites, social media and other electronic displays and transmissions thereof. The foregoing authorization shall not include using my name with any Image, unless I agree otherwise in writing.

(4) Participant(s)' Acknowledgement of Understanding:

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in any and all activities at Mojitos Country Club, I may be found by a court of law to have waived my right to maintain a lawsuit against Club Owner on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I understand and agree that (i) that this Waiver, Release and Assumption of Risk gives up important legal rights; (ii) I am giving up these important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me; and (iii) the signature below is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

(Participant Signature)

(Print Name)

(Address/Phone Number)

If the Participant is not 18 years of age or older, then the following Parent or Guardian Consent must be read and signed before the Participant is allowed to use the Club and its facilities.

PARENT OR GUARDIAN CONSENT

I have read and understand the terms of this WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT and unconditionally agree to its full terms, statements, warranties, notices, representations, waivers and releases on behalf of both myself and marital community, if any, and my child or ward, whose name is:

Print Your Child's Name and D.O.B

All such terms, statements, warranties, notices, representations, waivers and releases fully apply to my child or ward as if I was the participant. I understand that, by signing this Consent, I am giving up important legal rights both on behalf of myself and my child or ward regarding potential rights and claims against Park Owner. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I hereby warrant and represent that if I am neither the Child's Parent nor legal Guardian, I have been granted the expressed authority to execute this Waiver, Release, And Assumption of Risk Agreement by, and on behalf of, the Child's Parent or Guardian.