



Participant Agreement, Release, and Acknowledgement of Risk 2023

In consideration of the services and facilities to be provided by Airline Amusement Park, Inc. (dba: Palmer's Family Fun), their agents, owners, officers, volunteers, participants, employees, and all other persons of entities acting in any capacity on their behalf (herein after collectively referred to as "Palmer's Family Fun"), the undersigned party hereby agree to release and discharge Palmer's Family Fun, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate, as follows:

1. I acknowledge that my participation in outdoor family fun activities such as go-karting, archery tag, laser tag, jumping pillow, batting cage, mini golf, and jumping pillow entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties, but that such risks simply cannot be eliminated without jeopardizing essential qualities of the activity. Furthermore, Palmer's Family Fun employees/attendants/facilitators have difficult jobs to perform. They seek safety as their utmost concern, including thorough equipment inspections, comprehensive safety talks, constant supervision and continuous training, but they are not infallible. They might be unaware of a participant's mental and physical abilities. They might misjudge the weather, the elements, or the terrain. They may be unable to give adequate warnings or instruction because of unpredictable situations, or the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all reasonable risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Palmer's Family Fun from and against any and all claims, demands or causes of action, which are in any way connected with my participation in this activity or my use of Palmer's Family Fun's equipment or facilities, including any such claims which allege negligent acts or omissions of Palmer's Family Fun.

4. I certify that I have adequate insurance to cover any injury or damage I may suffer while participating or else I agree to bear the costs of such injury or damage to myself. I further certify that I have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such conditions.

5. The parties agree to submit to binding arbitration any dispute regarding the terms or interpretation of this agreement.

6. The laws of the state of Iowa will govern the resolution of any conflict regarding this agreement without regard to any conflict of laws principles. Venue of any action hereunder shall be in the Black Hawk County District Court.

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 that photos and video taken during the program may be used for promotion and advertising. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived any right to maintain a lawsuit against Palmer's Family Fun on the basis of any claim from which I have released them from herein.

Signature of Participant

Print name

Phone: _() _____

City: _____ State: _____ Zip: _____

School/Organization: _____ Date: _____

**Parent's or Guardian's
Additional Indemnification (must
be completed for participants
under the age of 18)**

In consideration of _____,

_____, (print name of Minor(s))
("Minor") being permitted by Palmer's Family Fun to participate in those activities and to use its equipment and facilities, the undersigned custodial parent or legal guardian of the Minor hereby consents to the Minor's participation in the activities and agrees to the terms and conditions and to be fully bound by the foregoing Agreement with respect to any and all claims which are brought by, or on behalf of, Minor. The undersigned further warrants and represents to Palmer's Family Fun that he or she is a custodial parent or legal guardian of the Minor and has full capacity to sign this Agreement.

Signature of Parent or Guardian

Print Name

Date: _____