

PGN VILLAGE INN, INC.
ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

ADULT PARTICIPANT: <i>(Adult participating in activities or adult other than a parent or legal guardian supervising Minor Participants)</i>	<hr/> Name of Adult Participant (Print)	<hr/> Signature of Adult Participant	<hr/> Date
PARENT OR LEGAL GUARDIAN: <i>(Parents or legal guardians only)</i>	<hr/> Name of Parent or Legal Guardian (Print)	<hr/> Signature of Parent or Legal Guardian	<hr/> Date
MINOR PARTICIPANT(S):	<hr/> Name of Minor Participant (Print)	<hr/> Age	<hr/> Date
	<hr/> Name of Minor Participant (Print)	<hr/> Age	<hr/> Date
	<hr/> Name of Minor Participant (Print)	<hr/> Age	<hr/> Date
	<hr/> Name of Minor Participant (Print)	<hr/> Age	<hr/> Date

1. Nature of the Activities. PGN VILLAGE INN, INC., an Illinois corporation (“PGN”), offers customers the opportunity to participate in a number of physical activities on or through PGN’s premises, property, facilities or equipment, including [PGN Fun Village and PGN Village Inn], located at 8125 W. 95th Street, Hickory Hills, Illinois (collectively, the “PGN Facility”), including, but not limited to, to activities on inflatables, slides, tubes, ball pits, bumper bags, hidden hideouts, two (2) miniature golf courses, a golf driving range, and arcade games (“Activities”). As used herein, “participate,” “participation” or “participating” with respect to any Activity means being on, using or accessing the PGN Facility PGN’s premises, whether playing, competing, observing, traveling between Activities, taking photographs, supervising Minor Participants (defined below), snacking, or otherwise. It is important that the adult participant identified above (“Adult Participant”), the minor participant(s) identified above (each, a “Minor Participant,” and together with the Adult Participant, the “Participants”), and the parent or legal guardian of the Minor Participant(s) identified above (“Guardian”) knows and understands that the Activities involve risks of injury that are inherent to the Activities. The Participant(s) and Guardian should also be aware that there are risks involved in observing the Activities. Each Participant and the Guardian fully acknowledges, agrees and understands that: (a) there are risks and dangers associated with participation in the Activities and such participation could result in serious harm, including, but not limited to, bodily injury, partial and/or total disability, paralysis and death and (b) the risks and dangers associated with the Activities may be caused by the action, inaction or negligence of a Participant or the Guardian.

2. Assumption of Risk. I have read the above paragraph and acknowledge, agree and understand that participating in the Activities at PGN contain inherent risks which vary with the Activity. I understand the demands of participating in the Activities relative to my own and each Minor Participant’s physical, mental and emotional condition and skill level, and I understand the types of injuries that may occur as a result of my or the Minor Participant’s participation in the Activities at PGN. I represent, warrant and promise that my and each Minor Participants’ participation in the Activities is voluntary, and that I allow each Minor Participant to participate in the Activities and to use or access the PGN Facility. I acknowledge and agree that I knowingly assume all risks associated with my and each Minor Participant’s participation in the Activities, and that PGN and its owners, directors, officers, employees, staff, personnel, volunteers, independent contractors, agents and representatives (“Protected Parties”) are not responsible for the actions of or activities of customers using or accessing the PGN Facility or for the negligence of PGN or any other Protected Party in supervising any Activities or the PGN Facility or its usage, including actions, activities, or omissions that result in such harm.

3. Agreement to Pay Medical Expenses. I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether physical, mental or emotional, and whether temporary or permanent) that I possess and each Minor Participant possesses, whether known or unknown, which might contribute to or exacerbate any injury (whether physical, mental or emotional) I or any Minor Participant might sustain as a result of participating in any Activity or any use or access of the PGN Facility. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical or psychological therapy) is required or performed as a result of any injury (whether physical, mental or emotional) I or any Minor Participant sustains while participating in any Activity or using or accessing the PGN Facility, such assistance shall be at my own expense.

4. Waiver of Liability. IN CONSIDERATION OF PGN’S PERMISSION TO PARTICIPATE IN THE ACTIVITIES AND/OR USE OR ACCESS THE PGN FACILITY, THE RELEASING PARTIES (DEFINED BELOW) HEREBY RELEASE, WAIVE AND DISCHARGE PGN AND ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, STAFF, PERSONNEL, VOLUNTEERS, INDEPENDENT CONTRACTORS, AGENTS AND REPRESENTATIVES (“PROTECTED PARTIES”) FROM, AND AGREE NOT TO SUE CONCERNING, ANY AND ALL CLAIMS, DEMANDS, COSTS, LIABILITIES, DAMAGES, EXPENSES LOSSES AND ACTIONS OF EVERY NATURE (“CLAIMS”) ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN ANY ACTIVITY, ANY USE

OR ACCESS OF THE PGN FACILITY, OR ANY INJURY (WHETHER PHYSICAL, MENTAL OR EMOTIONAL), DAMAGE OR LOSS SUFFERED OR SUSTAINED ON OR IN CONNECTION WITH PARTICIPATION IN ANY ACTIVITY OR USE OR ACCESS OF THE PGN FACILITY.

5. Indemnification. I agree to hold harmless, defend, and indemnify PGN and the Protected Parties (that is, defend and pay any judgment and costs, including investigation costs, reasonable attorney's fees and related expenses) from any and all Claims, including, but not limited to, Claims of any Releasing Party, Participant, co-participant, rescuer, or any other person or entity, arising from my or any Minor Participant's participation in any Activity, use or access of the PGN Facility, or act or omission by me or any Minor Participant.

6. Governing Law, Venue and Waiver of Jury Trial. This this Assumption of Risk, Waiver of Liability, and Indemnification Agreement ("**Agreement**") shall be governed by and construed in accordance with Illinois law, without giving effect to any choice of law or conflict of law provision or rule (whether of Illinois or any other jurisdiction). WITH RESPECT TO ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, PARTICIPATION IN ANY ACTIVITY, OR USE OR ACCESS OF THE PGN FACILITY, I AND EACH OTHER RELEASING PARTY (a) EXPRESSLY WAIVES ANY RIGHT I, HE OR SHE MAY HAVE TO A JURY TRIAL, (b) AGREES THAT ANY PROCEEDING HEREUNDER SHALL BE TRIED BY A JUDGE WITHOUT A JURY, (c) AGREES THAT SUCH ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR IN ANY STATE COURT SITTING IN COOK COUNTY, ILLINOIS; (d) IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND (e) IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT I, HE OR SHE MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING THAT IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

7. Acknowledgements and Authorizations. I am entering this Agreement on behalf of myself, my spouse or domestic partner, each Minor Participant, and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representative, estate(s), and anyone else who can claim by or through such persons (the "**Releasing Parties**"). I have read this Agreement and fully understand its terms. I understand that I am giving up substantial rights that might belong to me and each Minor Participant including: (a) my right as a Participant or Guardian to recover damages for any loss I may suffer resulting from injury to or death of myself or any Participant resulting from participation in any Activity or use or access of the PGN Facility and (b) as an Adult Participant or the Guardian, the right of any Participant, including, but not limited to, any Minor Participant, to recover damages for any loss he or she might suffer from injury, loss or death resulting from participation in any Activity or use or access of the PGN Facility.

(a) (For Adult Participants and Guardians). I, the Adult Participant or Guardian, represent, warrant and promise that: (i) I am 18 years of age or older; (ii) I understand and agree that it is my responsibility to supervise each Minor Participant; (iii) I possess, and each Minor Participant possesses, a sufficient level of skill and physical, mental and emotional fitness for participation in the Activities; (iv) I have fully explained the risks of participating in the Activities and using and accessing the PGN Facility to each Minor Participant; (v) I and each Minor Participant have no health problems that would increase my or the Minor Participant's risk for injury during participation in the Activities; (vi) I will attempt or participate in only Activities that I am capable of performing or participating in without increased risk of injury; (vii) I will supervise each Minor Participant to ensure that the Minor Participant attempts or participates in only Activities that he or she can perform or participate in without increased risk of injury; (viii) I will fully obey and comply all safety rules as provided by PGN or its staff; (ix) I will supervise each Minor Participant to ensure he or she fully complies with all safety rules as provided by PGN or its staff; (x) I authorize PGN to administer emergency first aid, CPR, or use an AED on me or any Minor Participant when deemed necessary or advisable by PGN or its staff; (xi) I authorize PGN to secure emergency medical care or transportation for me or any Minor Participant when deemed necessary or advisable by PGN or its staff; and (xii) I agree to inform PGN of any injury (even a minor injury) to me or any Minor Participant prior to leaving the PGN Facility.

(b) (For Guardians Only). In addition to my representations, warranties and promises set forth in paragraph 7(a), above, I, the Guardian, represent, warrant and promise that I am the parent or legal guardian of each Minor Participant.

8. Term of Agreement. I understand and agree that this Agreement extends forever into the future and will have full force and legal effect each and every time I or any Minor Participant visits PGN, whether at the current PGN Facility or any other location or facility.

9. Miscellaneous. This Agreement constitutes the entire agreement among the Participants, the Guardian and PGN concerning the subject matter hereof, and no provision of this Agreement may be modified, changed or waived in any way by any representations or statements by any employee or agent of PGN. This Agreement applies to, but is not limited to, the following: (a) illnesses, personal injury (including, but not limited to, physical, mental or emotional injury, paralysis and death), and/or economic loss to me and each Minor Participant arising from participation in any Activity; (b) any and all Claims resulting from the damage to, loss of, or theft of property; and (c) any Claims and rights that a I and each Participant has now or may have in the future against PGN or any other Protected Party as a result of or in connection with participation in any Activity or any use or access of the PGN Facility. I and each Participant agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of Illinois, and in the event that a court finds this Agreement, or any of its terms, to be ambiguous, unenforceable, or invalid, the court shall read the Agreement as a whole and interpret the terms(s) at issue to be enforceable and valid to the maximum extent allowed by law; provided, that if a provision of this Agreement shall be held invalid, illegal, or unenforceable for any reason, the validity, legality and enforceability of such provision in every other respect and of the remaining provisions of this Agreement shall not be impaired.

IN SUMMARY, BY MY SIGNATURE ABOVE, I ACKNOWLEDGE AND AGREE THAT IF I OR ANY MINOR PARTICIPANT IS INJURED IN ANY WAY, THIS WAIVER PREVENTS AND PROHIBITS ANY RECOVERY OF MONEY FROM PGN OR ANY OTHER PROTECTED PARTY.

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