



powered by



ASSUMPTION OF RISK AGREEMENT

The undersigned (participant) desires to participate in the Red Zone ride, also known as the Giant Wheel and/or the Forward Pass ride, also know as the Zip Line, (individually and collectively, the "Activity") at the Hall of Fame Village in Canton, Ohio owned and operated by HOF Village Newco, LLC and its wholly owned subsidiary HOF Village Play Action Plaza, LLC (collectively, "HOFV"). If participant is under age 18, the undersigned parent/legal guardian of participant, grants permission for participant to participate in the Activity. In consideration of being allowed to participate and/or having a minor child participate in the Activity, each person signing this Assumption of Risk Agreement (the "Agreement") below hereby acknowledges and agrees to the following terms and conditions: _____Initials

NOTICE AND ASSUMPTION OF RISK

The Activity is a recreational adventure activity. Each person signing below acknowledges and understands that there are inherent and other risks involved in the Activity and that the Activity is a potentially hazardous activity. Each person signing below expressly acknowledges and understands that participating in the Activity could result in permanent, catastrophic injury or death. By signing below, I voluntarily and expressly assume for myself, and/or for the participant that I have allowed to participate in the Activity, the risk of all injuries or death while participating in the Activity at Hall of Fame Village. _____Initials

I understand that the Activity may involve strenuous physical activity. Each person signing below certifies that participant is in good health and does not suffer from any physical or mental conditions that may affect the participant's ability to safely participate in the Activity. Pregnant women should not participate in the Activity. Individuals with back, heart, or other ailments that may prevent them from safely participating in the Activity should not participate. Please consult a doctor prior to the Activity if you have any questions regarding your ability to safely participate in the Activity. _____Initials

The Activity may involve the use of equipment. Each person signing below acknowledges and understands that there are certain risks associated with using such equipment. The equipment is to be used only as instructed. Misuse of the equipment may result in permanent, catastrophic injury or death. By signing below, I voluntarily and expressly assume for myself, and/or for the participant that I have allowed to participate in the Activity, the risk of all injuries or death relating to the use of such equipment. _____Initials

I understand that I can return my ticket for the Activity for a FULL REFUND if I do not accept these conditions. I understand that my ticket for the Activity is revocable at any time if I do not comply with any applicable term. The ticket is non-transferrable. _____Initials

INDEMNITY AGREEMENT

In consideration of the use of HOFV's facilities, I agree to indemnify, hold harmless and defend HOF Village Newco, LLC, HOF Village Play Action Plaza, LLC, their associated entities, officers, directors and employees from any liabilities, losses, attorneys' fees and court costs that may result from any claims or causes of action arising from the use of HOFV's facilities (including participating in the Activity) by myself or by the minor participant for whom I authorized to participate in the Activity. I do so regardless of whether HOFV is negligent. Additionally, I agree that this Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Ohio and any dispute arising under this Agreement or the use of HOFV's facilities (including participating in the Activity) shall be litigated in in a court of competent jurisdiction within the State of Ohio. _____Initials

By my signature, I acknowledge: that I have read and fully understand this Assumption of Risk Agreement and accept and agree to its terms voluntarily; that I have given up substantial rights by signing it; that I have the right to sign it either as a participant of 18 years of age or older or as the guardian or parent for the participant who is a minor and not yet 18 years of age.

Printed Name of Participant: _____ Age: _____ Weight: _____

Signature of Participant: _____ Date: _____

Printed Name of Legal Guardian: _____ Date: _____
(if Participant under 18)

Signature of Legal Guardian: _____