FACILITY USE AGREEMENT

TO: Adventure Facility Concept and Management LLC, dba Funtopia (the "**Company**") and its affiliates and their respective shareholders, directors, officers, employees, contractors and agents as well as the landlord of the premises located at 2050 Tower Drive, Glenview, IL 60026 and its representatives (collectively, the "**Releasees**")

FROM:

PARENT or LEGAL GUARDIAN: mark donahue

In consideration for the Company allowing the minor named below ("**Child**") of whom I am the parent or legal guardian to attend its indoor wall climbing and recreational facility located at 2050 Tower Drive, Glenview, IL 60026 (the "**Facility**") and to participate in or observe the activities available at such Facility including, but not limited to, wall climbing, rock climbing, soft play area (collectively, the "**Activities**") and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I, on my behalf and on behalf of my Child and our respective heirs, executors, administrators, personal legal representatives, assigns and next of kin (collectively, our "**Legal Representatives**"), covenant and agree as follows:

ACKNOWLEDGMENT OF RISKS. I understand that there are significant risks and dangers, both known and unknown, in participating in and/or observing the Activities. A partial list of the risks and dangers include: slips, trips, falls, collisions, falling holds, ropes, harnesses and other equipment; abrasions from the walls, ropes, pads or the floor; entanglement with ropes or equipment; defective flooring or landing pads; and equipment failure including loose or damaged holds or worn or defective ropes or safety devices. The said risks and dangers may be affected by a number of factors including, but not limited to: a participant's physical strength, coordination or sense of balance; size, experience and training in climbing or belaying; acting within one's own abilities; wearing safety equipment; the proximity of medical care; compliance with the rules and regulations of the Facility (the "**Rules**"); compliance with the instructions of the Company's agents and Facility staff; and the negligence or intentional acts or omissions of others including, but not limited to, other participants, observers or any of the Releasees. I acknowledge that such risks and dangers may cause serious injury, illness or even death and that personal property which my Child brings to the Facility can be lost, stolen or damaged and that the foregoing can occur by accident, through negligence or intentional conduct.

☒**I have read and understood**

ASSUMPTION OF RISK AND RESPONSIBILITY. My Child's attendance at the Facility and participation in and/or observance of the Activities is voluntary and I fully assume the risk of any personal injury, illness or death occurring to my Child and the risk that any personal property belonging to myself or my Child is lost, stolen or damaged even if such injury illness, death, loss or damage is caused by the negligence or willful acts or omissions of any of the Releasees or any other person and whether same occurs while participating in or observing the Activities or in any other area of the Facility (such as in

the entrances, exits or washrooms) or even outside of the Facility on the premises located at 2050 Tower Drive, Glenview, IL 60026 (such as on the sidewalks or parking areas).

☒I have read and understood

UNCONDITIONAL WAIVER AND RELEASE. I hereby waive all rights to make or bring any claims, demands, actions, suits or proceedings (collectively, "**Claims**") which I, my Child or our Legal Representatives, successors or assigns have or may in the future have against the Releasees and hereby release and forever discharge the Releasees from any and all Claims and liability for or in respect of any illness, injury, death, property damage, loss, cost or expense suffered or incurred as a result of or related to my Child participating in or observing the Activities or attending the Facility, due to any cause whatsoever including, but not limited to, negligence, willful acts or omissions, breach of contract or breach of any statutory or other duty of care or supervision by any of the Releasees or any other person.

☒I have read and understood

AGREEMENT TO FOLLOW RULES. I shall abide by the Rules for the Activities as set by Company or its staff or authorized representatives, and covenant to ensure that my Child also complies with all applicable Rules while on any part of the Facility's property.

☒I have read and understood

INDEMNITY. In the event that: (a) my Child causes or contributes in any way to the injury or death of any person who is at the Facility or to the damage or loss of any property at the Facility, and/or (b) any Claims are made or brought against the Releasees in connection with any matter herein concerned; I covenant to INDEMNIFY, HOLD HARMLESS, AND DEFEND the Releasees against all claims arising from my or my Child's participation in the Activities. In accordance with these covenants, I will reimburse the Releasees for any damages, reasonable settlements, and defense costs, including attorney's fees, that may be incurred because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement will be binding on my estate, and my personal representative, executor, administrator, or guardian will be obligated to respect and enforce them.

☒I have read and understood

HEALTH AND SAFETY. I warrant and represent that my Child has no illnesses, communicable diseases, disabilities or other conditions that prevent him or her from safely participating in the Activities. If any such conditions arise, I will consult with a medical professional and obtain written clearance before allowing my Child to participate in any Activities.

I acknowledge that the Rules have been designed in part to create a safe environment for participants and observers of the Activities. I warrant and represent that my Child will abide by such Rules at all times while at the Facility and acknowledge that the Company has the right to suspend, permanently or temporarily, my Child's participation in the Activities, in its sole and unfettered discretion, if it so deems necessary, for any reason.

☒I have read and understood

PHOTO RELEASE. I hereby grant permission to Company and its officers, trustees, employees, agents, students, representatives, successors, licensees and assigns to photograph my image, likeness, or depiction and/or that of my Child while in the Facility or on any part of its property. I hereby grant permission to Company to edit, crop, retouch, or Photoshop any such photographs, and waive any right to inspect or approve any images. I hereby consent to and permit photographs of me and/or those of my Child to be used by Company worldwide for any purpose, including educational and advertisement purposes, and in any medium, including print and electronic, forever and without limitation.

I understand that Company may use such photographs with or without associating names thereto. I further waive any claim for compensation of any kind for the Company's use or publication of any photographs of me and/or those of my Child.

I hereby fully and forever discharge and release Company from any claim for damages of any kind (including, but not limited to, invasion of privacy; defamation; false light or misappropriation of name, likeness or image) arising out of the use or publication of any photographs of me and/or those of my Child by Company, and covenant and warrant not to sue or otherwise initiate legal or administrative proceedings against Company for such use or publication on my own behalf, on behalf of my Child, or aid or assist any other party in doing so. All grants of permission and consent, and all covenants, agreements and understandings contained herein are irrevocable and without time limitations.

☒I have read and understood

CONSENT TO RECEIVE COMMUNICATIONS

By signing this Agreement and/or providing your contact information, you expressly consent to receive communications from Funtopia Glenview, its affiliates, representatives, and service providers, including but not limited to telephone calls, text messages (SMS/MMS), emails, and other electronic communications regarding reservations, bookings, promotions, events, programs, updates, customer service matters, safety notifications, operational announcements, and marketing offers.

You acknowledge and agree that such communications may be sent using automated technology, including autodialers and automated messaging systems, to the telephone number(s) and email address(es) provided by you.

Consent to receive marketing communications is not a condition of purchase. Standard message and data rates may apply depending on your wireless carrier and service plan.

You may opt out of promotional text communications at any time by replying "STOP" to any text message received or by contacting Funtopia Glenview directly. Opting out of promotional communications does not limit Funtopia Glenview's ability to send transactional or operational messages relating to reservations, waivers, safety matters, or active customer accounts.

By providing a mobile number on behalf of a minor participant, the parent or legal guardian represents and warrants that they are authorized to provide such consent.

☒I have read and understood

MISCELLANEOUS. No statements, promises, understandings or agreements have been made in addition to the four corners of this document, whether verbally or in writing; and this document encompasses the entire agreement between the parties hereto. This agreement will be governed by and construed in accordance with the laws of the State of Illinois (but without giving effect to any conflict of laws rules). The State of Illinois shall have exclusive jurisdiction to entertain any legal proceeding based on any provisions of this agreement and I and my Child irrevocably submit to the exclusive jurisdiction of the State of Illinois for such purposes. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will be reimbursed for all attorney fees and costs incurred in the enforcement of this agreement. If any portion of this agreement is found to be illegal, invalid or unenforceable, the remaining portions shall remain in full force and effect. In this agreement, headings are for convenience or reference only and are not intended to be full or complete descriptions. Words used in the singular will be deemed to include the plural and vice versa. This agreement is intended to be binding upon me, my Child, our Legal Representative(s), all assigns, and any successors in interest. The terms of this agreement will apply to each and every visit to the Facility by the signatory hereto and the Child named herein. The waiver or failure of Company to exercise in any respect, any right provided by this agreement, shall not be deemed a waiver of any other right or remedy to which Company may be entitled.

☒I have read and understood

- First name of the parent/guardian: mark
- Last name of the parent/guardian: donahue
- Address (optional): 1310 elmwood ave wilmette 60091
- Email mark.b.donahue@gmail.com
- Phone number: +16083587781

1. Child's name: liam

- Date of Birth: 1/24/2020
- Gender: Male

2. Child's name: nolan

- Date of Birth: 6/11/2022
- Gender: Male

3. Child's name:

- Date of Birth:



- Gender:

4. Child's name:
- Date of Birth:
- Gender:

5. Child's name:
- Date of Birth:
- Gender:

6. Child's name:
- Date of Birth:
- Gender:

7. Child's name:
- Date of Birth:
- Gender:

8. Child's name:
- Date of Birth:
- Gender:

9. Child's name:
- Date of Birth:
- Gender:

10. Child's name:
- Date of Birth:
- Gender:

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature:



Date: 11/1/2026