

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION of the risk and injury that exists while participating in the building and subsequent use of the Super Tube Spiral Slide that exceeds 10 feet recommended maximum deck height (hereinafter the "Activity")

IN CONSIDERATION of my desire to participate in said "Activity" and anyone that I have given the right to participate in the same "Activity"

I HEREBY, for myself, heirs, executors, contractors, administrators, assigns or personal representatives (hereinafter collectively, "Buyer", or "I" or "me", which terms shall also include Buyers parents or guardians if Buyer is under 18 years of age), and knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, warranties, or causes of any actions arising out of any participation in said Activity ;and

I HEREBY release and forever discharge the manufacturer, Backyard Products, LLC, located at 166 Etowah Industrial Ct., Canton, GA 30114 and VIMATA Interactive, Inc., dba BackyardCity.com, located at 875 W Poplar Ave #23-130, Collierville, TN 38017, their managers, affiliates, members, agents, attorneys, staff, volunteers, heirs, representatives, successors and assigns (Collectively "Sellers") releasees from any physical or psychological injury and or monetary that I may suffer as a direct result of my participation in the Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH THE PARTICIPATING IN THIS ACTIVITY WHICH MAY INCLUDE BUT ARE NOT LIMITED TO PHYSICAL OR PSYCHOLOGICAL INJURY PAIN SUFFERING ILLNESS DISFIGUREMENT TEMPORARY OR PERMANENT DISABILITY INCLUDING PARALYSIS ECONOMIC OR EMOTIONAL LOSS AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS NEGLIGENCE USE RELATED TO THE BUILDING AND USE OF SAID ACTIVITY AND FROM THE ACTIVITY ITSELF OR FROM CONDITIONS AT THE ACTIVITY'S LOCATION NONETHELESS, I ASSUME ALL RELATED RISKS BOTH KNOWN AND UNKNOWN TO ME AND MY PARTICIPATIONS OR THE PARTICIPATIONS OF OTHERS THAT I ALLOW DURING AND AT THE ACTIVITY'S LOCATION.

I FURTHER AGREE to indemnify, defend, and hold harmless the Sellers against all claims, suits or actions of any kind whatsoever for liability damages, compensation, warranties or otherwise brought by me or anyone on my behalf or behalf of those who are participate in the Activity including attorney's fees and any and all related costs.

I FURTHER ACKNOWLEDGE that Sellers are not responsible for any errors, omissions, acts or failures to act of myself or any party or entity relating in the building and or use of the Activity.

I FURTHER ACKNOWLEDGE that this activity may involve testing of personal physical and mental limits and may carry with it the potential for death serious injuries and or property loss and agree to indemnify and hold harmless the sellers against all such claims.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY AND WARRANTY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE THE SELLERS AND ALL OF THEIR AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ANY ACTION AND I AGREED TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST SAID PARTIES FOR ANY PERSONAL INJURY AND OR PROPERTY DAMAGE REGARDING THE ACTIVITY.

To the extent that this statute or case does not prohibit release for ordinary negligence this release is also for said negligence on the part of Sellers, their agents, employees and assigns.

I agree that this release shall be governed for all purposes by the State of Tennessee and the State of Georgia's law without regard to any conflict of law principles this release supersedes all previous oral and or written promises and or other agreements.

SEVERABILITY. In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be in force.

In the event that any damage to equipment, person(s) or facilities occur as a result of me or my families or my agents or participants willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with said actions of neglect, omissions or recklessness.

This waiver and release of liability shall remain in effect for the duration of my participation in the activity, during the initial and all subsequent events of participation in the activity.

Date: _____

Buyer Written Name: _____ ORDER #: _____

Buyer Signature: _____