

Smashin City Rage Room WAIVER

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(Hereinafter the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT PLEASE READ CAREFULLY!

Last Name		First Name		Middle Initial
Street	City	Prov./State	Postal Code	
Phone	Age	Email		

TO: Smashin City Rage Room, LLC and their respective directors, officers, employees, guides, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releases").

DEFINITION

In this Release Agreement, the term "Sports" shall include any use or participation at Rage Room facility and related equipment, and any other activities, events or services provided, arranged, organized, sponsored or authorized by the Releases in any way associated or connected with the Rage Room.

ASSUMPTION OF RISKS

I am aware that the Sports involves unusual risks, dangers and hazards including, but not limited to: accidents which may occur in the facility; slips and falls; malfunction of the equipment used; injury and open wounds; shock, stress or other injury to the body while participating in the Sports; negligence on the part of other persons; and NEGLIGENCE

ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE SPORTS. I acknowledge that the Sports may result in injury, worsening of an existing medical condition, or death. I freely accept and fully assume all such risks, dangers and hazards and the possibility of injury, death, property damage or loss resulting therefrom.

MEDICAL CONDITION

I understand that the Sports may place unusual stresses on the body. The Sports are not recommended for persons suffering from asthma, epilepsy, cardio/respiratory disorder, hypertension, or skeletal, joint or ligament problems or conditions, and certain mental illnesses. Women who are pregnant or suspect they are pregnant, and persons who have consumed alcohol, are not recommended to engage in the Sports. I have been advised to consult with my medical practitioner if I have any concern about my medical condition or fitness to engage in the Sports.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releases agreeing to my participation in the Sports, and permitting my use of the Sports' equipment, room and other facilities, I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my participation in the Sports, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.O. 1990, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE SPORTS REFERRED TO ABOVE;
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Sports;
- This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the state of New Jersey and no other jurisdiction;
- Any litigation involving the parties to this Release Agreement shall be brought solely within the state of New Jersey and shall be within the exclusive jurisdiction of the Courts of New Jersey.

PHOTO/VIDEO RELEASE - I consent to photographs and videos being taken of me during my participation in the Sports, and to publication of the photographs and videos by the Releases for advertising, promotional and marketing purposes.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releases with respect to the safety of the Sports, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

NOTICE TO THE MINOR CHILD'S NATURAL or LEGAL GUARDIAN

YOU ARE ACKNOWLEDGING THAT YOU HAVE READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE REPRESENTING THAT YOU ARE THE LEGAL OR NATURAL GUARDIAN OF A MINOR CHILD PARTICIPATING IN AN OS ACTIVITY. BY AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY, YOU ARE AGREEING THAT EVEN IF USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY SUFFER A SERIOUS INJURY. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT, AND YOUR RIGHT TO RECOVER ON BEHALF OF YOUR CHILD, FROM IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS ASSOCIATED WITH PARTICIPATION IN THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

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MINOR CHILD(REN)'S RELEASE: If signing on behalf of a minor child(ren) participant, you represent that you are the parent or legal guardian of the child(ren) named above, or you have obtained the express permission from the parent or legal guardian of the child(ren) named above, to execute this agreement on their behalf. Anyone wider the age of eighteen (18) years must be accompanied by at least one (1) adult participant in order to participate in actives, however a group of one or more minor participants may elect to have one (1) adult participant accompany them in actives or events provided the legal or natural guardian(s) of each of the minor participants approves. *You hereby appoint to supervise your minor child(ren) during the event.

SPECIAL PHOTO and PUBLICITY RELEASE: You acknowledge that video recordings may be made, and/or photographs of you and your minor child(ren) may be taken, during actives as part of operating policies for both security and/or for promotional use in its events. You agree that or any of its agents or assigns shall have the exclusive right to any photos or any video/sound footage of you or your minor child(ren) during the actives and that any of photos, video footage and sound materials acquired by Marie may be used for promotion or marketing purpose without any compensation to you. You further understand and acknowledge that is under no responsibility to take any video or photographic recordings of you or anyone participating in an activity with your permission nor arc you entitled to copies of any such records.

You further agave that should any claim be made as a result of your conduct (or the conduct of any minor child(ren) with your permission) whether as a participant, spectator, or bystander at an event_ you hereby agree to defend, hold harmless and indemnify and any of its agents, officers, owners, affiliates or business partners from and against any and all claims, losses, liabilities, damages.. costs and expenses (including, without limitation, court costs arid reasonable attorneys' fees and disbursements) resulting by reason of your conduct or actions (or the conduct or actions of any Minor Child(ren) participating with your permission), whether as a participant, spectator, or bystander during any activity or event. In the event of any claim arising out of this agreement or a claim against or any of its agents, officers, owners, promoters, employees, affiliates or business partners, exclusive venue for any resulting lawsuit shall be in a court of appropriate jurisdiction in and for Passaic County, New Jersey.

You acknowledge that you have read and fully understand ALL of the foregoing provisions in this agreement and that this agreement is a release of and any of its agents, officers, owners, promoters, employees, affiliates or business partners from any and all liability associated with your, or your minor child(ren)'s, participation inc sponsored actives or events. You also understand that a copy or facsimile of this agreement shall have the same full force and effect as the original for all purposes and that is relying on this agreement as consideration for allowing you, or any minor child(ren) authorized by you, to participate in sponsored actives or events.

By signing your name below (electronically or otherwise) it is understood that your signature on this agreement shall be binding on you, your personal representatives, heirs and next of kin and that and its agents, officers, owners, promoters, employees, or business partners are relying on all of your representations as set forth herein. You hereby swear and affirm that you are eighteen (18) years of age or older, and that if you are signing this agreement for, or on behalf (4 a minor child(ren) you have the legal right to do so. You further understand that Eel ift is accepting your electronic signature as a substitute for your actual signature providing it is understood and acknowledged that MOM reserves the right to request that you sign a written waiver in the future at its sole discretion, it being understood that your electronic signature will have the same full force and effect as written signature for all legal purposes. Failure to execute a copy of this agreement, either on your own behalf or on behalf of a minor child(ren) seeking to participate in an activity, will result in a denial of your right to participate in any activity or event regardless of whet(or not you paid for any such event or activity. You are advised that does not provide refunds, in whole or in the event you pay for and appear for an activity but fail or refuse to execute this agreement.

Signature of participant (s)	Print name of participant(s)
Print name of parent/ guardian if under 18	Signature of parent/ guardian and phone number
Parent/ guardians license number (required) :	Date: