

**WAIVER RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY 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!

TO: Rage Room, Smash Town Rage Room, Smash Town Mobile Rage Room, Rob Ludgate 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" or "Releasees").

**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 Releases.

**ASSUMPTION OF RISKS:** I am aware that the Sports involve 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.

**ACKNOWLEDGMENT OF RULES:** I agree to abide by all rules, instructions, and safety guidelines provided by Releases before and during my participation in the rage room activities. I understand that failure to comply with these rules may result in my immediate removal from the premises without refund.

**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:

1. 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;

SMASH TOWN MOBILE RAGE ROOM

2. 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;
3. 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;
4. 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 Georgia and no other jurisdiction;
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the state of Georgia and shall be within the exclusive jurisdiction of the Courts of Georgia, county of Chatham.
6. In the event of an injury or medical emergency, I authorize the Releases and its employees to seek medical attention on my behalf and I agree to assume all costs associated with such medical treatment.

**PHOTO/VIDEO RELEASE:** I consent to photographs and videos being taken of me during my participation in the Sports, and to the 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.

Participant's Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_