

PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

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In consideration of the services of "**Cache Smash Rage Rooms**", their owners, managers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, including the landlord/fee owner (the "Landlord") of the premises in which the Cache Smash Rage Rooms are located, I hereby agree to release, indemnify, and discharge **Cache Smash Rage Rooms and the Landlord**, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that my participation in Cache Smash Rage Rooms activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slipping and falling; confined spaces; flying debris; collision with fixed objects; strains, sprains, broken bones and musculoskeletal injuries including head, neck, eyes, and back injuries; emotional injury; cuts, abrasions, bruises, cardiac related illness; organ damage; hearing loss; or even more severe life-threatening hazards; the negligence of participants; equipment failure; my own physical condition, and the physical exertion associated with this activity. Furthermore, Cache Smash Rage Rooms employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate despite the risks.

3. I expressly agree that I am solely responsible for my behavior and well-being and furthermore, Cache Smash Rage Rooms and Landlord are not responsible for any deviation on my part from the policies, rules, directions, and guidelines made available to them.

4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Cache Smash Rage Rooms and Landlord from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Cache Smash Rage Rooms and Landlord equipment or facilities, **including any such claims which allege negligent acts or omissions of Cache Smash Rage Rooms and Landlord**, regardless of whether the acts were committed by myself, another participant, Landlord, or Cache Smash Rage Rooms.

5. Cache Smash Rage Rooms and Landlord are not responsible for participants standing or moving into the line of danger. I understand I will be responsible for watching where I stand or where I walk while participating in these activities.

6. In the event that any of my protective gear seems to be malfunctioning or defective it is my duty to report the gear to Cache Smash and request new gear before continuing any activities.

7. I understand and agree that no behavior of Cache Smash Rage Rooms and Landlord such as calling an ambulance or providing first aid, does not constitute assumption of responsibility for any harm or injury suffered.

8. Should Cache Smash Rage Rooms, Landlord or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

9. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. I further represent, warrant, and acknowledge, that any liability or damage that I claim pursuant to this agreement, or the activities engaged in at Cache Smash Rage Rooms, will be limited to the actual costs I paid for the services of Cache Smash Rage Rooms on the day of the alleged injury.

10. In the event I file a lawsuit against Cache Smash Rage Rooms or Landlord, I agree to do so solely in the state of Utah, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

AGE REQUIREMENT DETAILS

ANYONE UNDER THE AGE OF 18, MUST HAVE A PARENT OR LEGAL GUARDIAN SIGN THIS WAIVER.

ANY CHILD BETWEEN THE AGES OF 11-17, WILL NEED AN ADULT PRESENT WITH THEM AT CACHE SMASH.

NO CHILD UNDER THE AGE OF 10 WILL BE PERMITTED IN THE RAGE ROOMS.