

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in NERF GUN BATTLE GAMES (hereinafter the "Activity") and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor, "I" or me, which terms shall also include Releasor's parents or guardian if Releasor is under the age of 18 years), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity: and

I HEREBY release and forever discharge MOBILE NERF BATTLEFIELD LLC, LOCATED AT 16867 Canopy Garden DR, Port Charlotte, Florida, 33953, and any premises used by MOBILE NERF BATTLEFIELD to conduct the Activity, their affiliates, managers, members, agents, attorneys, heirs, representatives, staff, volunteers, predecessors, successors, and assigns (collectively "Releasees") from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned 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 PARTICIPATING IN THE ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PHYCOLOGICAL 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 OTHER'S NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S).

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

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize MOBILE NERF BATTLEFIELD LLC to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able to and properly trained, and I agree to abide by the decision of the MOBILE NERF BATTLEFIELD LLC official or agents, regarding my approval to participate in the Activity.

I UNDERSTAND that by participating in NERF GUN BATTLE GAMES, that I will, or my minor child will be photographed or videoed for advertising purposes. I understand that by signing this WAIVER AND RELEASE OF LIABILITY, I am giving my permission for me/my minor child to be photographed or videoed. I understand that I will not receive any type of compensation from advertisements and posting of these photographs and videos of any kind.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE OF LIABILITY" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE MOBILE NERF BATTLEFIELD LLC, ANY PREMISES USED BY MOBILE NERF BATTLEFIELD LLC TO CONDUCT THE ACTIVITY, AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, HEIRS, REPRESENTATIVES, STAFF, VOLUNTEERS, PREDECESSORS, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST MOBILE NERF BATTLEFIELD LLC AND ANY PREMISES USED TO CONDUCT THE ACTIVITY, FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit release for ordinary negligence, this release is also for such negligence on the part of MOBILE NERF BATTLEFIELD LLC and premises used by MOBILE NERF BATTLEFIELD LLC, its agents, and employees.

I agree that this Release shall be governed for all purposes by Florida law, without regard to conflict or law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment, facilities, or premises occurs as a result of my or my family’s or my agents’s wilful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm’s-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both below listed Participant(s) and MOBILE NERF BATTLEFIELD LLC, agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that limiting said provision it would become valid and enforceable, that said provision shall be deemed to be written, construed and enforced as so limited.

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT, I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant’s Name: _____

Participant’s Address:_____

Signature:_____ Date:_____

PARENT/GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I HEREBY CERTIFY that I am the parent or guardian of _____, (NERF GUN BATTLE GAMES PARTICIPANT) and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name:_____

Relationship to Minor:_____

Participant’s Address:_____

Signature:_____ Date:_____