

THRASH THE SMASH ROOM WAIVER

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.

In consideration of my being allowed to use and enjoy the services, equipment, and facilities of Kwalitey Venturez LLC & Thrash The Smash Room ("Thrash"), I hereby and acknowledge and agree to the following terms and conditions:

CLOSED TOE SHOES, SOCKS, AND LONG PANTS RECOMMENDED

\$25 WINDOW FEE WILL BE DUE IF BROKEN

ASSUMPTION OF RISKS: I am aware that Thrash involves unusual risks, dangers and hazards including, but not limited to: the possibility of serious injury or death, resulting from any of the services, equipment, and facilities at Thrash The Smash Room, including without limitation,

- Injuries resulting from the actions or omissions of others, including but not limited to slips, trips and falls of other participants and flying debris;*
- Cuts and abrasions resulting from skin contact with damaged items, debris, or any other surface, person, or equipment;*
- Injuries resulting from shock, stress or another injury;*
- The aggravation or worsening of any existing medical condition;*
- Failure or misuse of safety gear, weapons, or any other items or equipment;*
- Failure to follow Thrash The Smash Room's employee instructions or failure to ask for information or assistance;*

I freely accept and fully assume all such risks, dangers and hazards and the possibility of injury, death, property damage or loss resulting

MEDICAL CONDITION:

I understand that use of Thrash may place unusual stresses on the body. Use of smash rooms 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 Thrash. I have been advised to consult with my medical practitioner if I have any concern about my medical fitness to engage in Thrash The Smash Room.

TO: Thrash The Smash Room and their respective directors, officers, employees, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, and successors (all of whom are hereinafter collectively referred to as the "Krew")

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND PROTECTION AGREEMENT:

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

1. TO WAIVE ANY AND ALL CLAIMS AND TO RELEASE THE KREW 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, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE KREW TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THRASH REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE KREW from any and all liability for any property damage or personal injury to any third party resulting from my participation;
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 South Carolina and no other jurisdiction;
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the state of South Carolina and shall be within the exclusive jurisdiction of the Courts of South Carolina.

PHOTO/VIDEO RELEASE: I consent to photographs and videos being taken of me during my participation in Thrash, and with my permission, publication of the photographs and videos by the Krew 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 Krew with respect to the safety of Thrash The Smash Room, 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, AND REPRESENTATIVES VOLUNTARILY SURRENDER.

NAME/SIGNATURE: _____

DATE: _____ Parental Consent: _____

EMAIL (Optional): _____