



For and in consideration of the allowance of my participation and if applicable, the participation of my minor identified below in the activities offered by Letz Rage LLC ("Letz Rage"), inclusive of participation in any programs, competition, special event, group or party offered by or held at Letz Rage, and the use of Letz Rage's services, equipment and facilities (any and all of the foregoing collectively, the "Letz Rage Services"), I, the undersigned, hereby and acknowledge and agree to the following terms and conditions:

I hereby acknowledge and agree that there are inherent risks associated with my participation in any Letz Rage Services and I voluntarily assume such risks. I further acknowledge that participation in a smash session and related activities may place unusual stresses on the body and that such participation and activities may not be suitable for all persons, including persons who are pregnant, suspect they may be pregnant or are suffering from certain health conditions, including but not limited to, Asthma, Epilepsy, Cardiac disorders, Respiratory disorder, Diabetes, Hypertension, hypotension or certain types of mental and/or emotional health conditions. I represent and warrant that I am physically, mentally and emotionally able to participate in Letz Rage Services. I further represent and warrant I have consulted my care team regarding my intended participation in the Letz Rage Services and they have approved of the same.

I acknowledge the nature and extent of the inherent risks associated with smash rooms and the Letz Rage Services, which risks may include, but are not limited to, the following:

- A. Any and all manner of injury, including without limitation the possibility of serious injury or death, resulting from any of the services, equipment, and facilities at Letz Rage's, including without limitation, slipping or tripping on debris and hitting the floor, equipment, weapons, people or debris, whether permanently or temporarily in place, failure to wear protective gear, flying debris or any other consequence whatsoever of utilizing Letz Rage Services, equipment, and facilities
- B. Injuries resulting from the actions or omissions of others, including but not limited to slips, trips and falls of other participants and flying debris;
- C. Cuts and abrasions resulting from skin contact with damaged items, debris, or any other surface, person, or equipment;
- D. Injuries resulting from shock, stress or another injury;
- E. The aggravation or worsening of any existing medical condition;
- F. Failure or misuse of safety gear, weapons, or any other items or equipment;
- G. Failure to follow Letz Rage's employee instructions or failure to ask for information or assistance;

Initial _____

CONT.

H. Any injury that may occur while moving on or about the premises for any reason, including but not limited to slips, trips and falls, and any and all inherent risks of the use of or participation in a rage room, and the services, equipment and facilities used in rage rooms and related activities at Letz Rage.

I. Injuries resulting from exposure to hazardous materials inside or part of items being utilized during a smash session

I further acknowledge that the above list is not inclusive of all possible inherent risks associated with the use of Letz Rage Services, equipment, and facilities, and I agree that such list in no way limits the extent or reach of this Assumption of Risk, Release, and Indemnification.

I also acknowledge and understand that video surveillance cameras and room video recordings are used to monitor activities for the safety of all participants.

In consideration of my use of Letz Rage's Services, equipment, and facilities, and/or participation in any program, competition, special event, group or party offered by or held at Letz Rage, I hereby release and discharge Letz Rage LLC, as well as its members, managers, officers, directors, owners, employees, agents and contractors, from any and all liabilities, suits, claims, causes of action, demands, damages (including attorneys' fees and expenses), losses or costs of any nature whatsoever incurred by me or that are in any way related to or arising out of the use or intended use of Letz Rage's Services, equipment, and facilities, whether supervised or not, including, without limitation, all claims for property damage, personal injuries or wrongful, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including Letz rage (collectively, the "Claims").

I hereby agree to indemnify Letz Rage, as well as its members, managers, officers, directors, owners, employees, agents and contractors, from any and all liabilities, suits, claims, causes of action, demands, damages, losses or costs of any nature whatsoever arising out of, or in any way relating to, my use of or movement in or throughout Letz Rage's Services, equipment, and facilities, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including Letz Rage.

I understand and agree that Letz Rage and its personnel or staff reserves the right to deny access to its facilities to any individual, permanently or for a specified period of time, for any breach of Rage Room's policies, rules and regulations, for any conduct that is viewed as unsafe or inappropriate, or for any other reason whatsoever, whether disclosed or not.

While using Letz Rage's Services, equipment, and facilities, I consent to Letz Rage capturing any form of media containing my image, be it photo or video, and agree that any such media may be used for any and all purposes that Letz Rage deems appropriate in its sole and absolute discretion.

Letz Rage may add my email address to their mailing list for Rage Room updates and promotions.

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death or incapacity. By signing this agreement, I waive the right to bring a court action to recover damages or obtain any other remedy for any injury to myself or death, or any damages to my property, however caused, arising out of my use of or movement in or throughout Letz Rage's Services, equipment, and facilities, now or any time in the future, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including Letz Rage. I agree to pay for any and all reasonable attorneys' fees and expenses incurred by Letz Rage as a result of any claims made by me or on my behalf in contravention of this agreement. I am at least 18 years of age and legally competent to sign this agreement.

Initial _____

This Assumption of Risk, Release and Indemnification shall be effective and binding upon me and upon my assigns, heirs, representatives, executors and administrators. If I am under the age of 18, this release must also be signed and filled out below by my parent or guardian. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks described herein. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or I will otherwise agree to bear the costs of such injury or damage.

I further certify that I have no medical or physical conditions which interfere with my ability to participate safely in the use of Letz Rage's Services, equipment, and facilities, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. I agree that the validity and enforceability of this release of liability and assumption of risk will be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of law rules, and venue for any proceedings regarding this agreement shall be in the state courts located in Worcester County, Massachusetts.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I have had sufficient opportunities to read this entire document, as well as the opportunity to ask questions about this document if I have any.

By signing this agreement, I acknowledge that if anyone is hurt or property is damaged while I am on the premises, I may be found by a court of law to have waived my right to maintain a lawsuit against Letz Rage, as well as its members, managers, officers, directors, owners, employees, agents and contractors, on the basis of any claim from which I have released them herein.

Signature _____ Print _____ Date _____

Parent/Guardian (if under age 18) _____ Print _____ Date _____

Name:
Date of Birth:
Address:
Phone Number:
Email Address:
Emergency Contact:

Parent/Legal Guardian
Name:
Date of Birth:
Address:
Phone Number:
Email Address:
Emergency Contact: