

WAIVER AND RELEASE OF LIABILITY

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

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in the rage room activity at the below described premises or other location (hereinafter referred to as the “Activity”), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, and personal representatives, 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 whatsoever arising out of my participation in the Activity, and do hereby release, remise, acquit, satisfy and forever discharge Social Content Ambassadors LLC, a New York limited liability company (hereinafter referred to as “Social Content”), doing business as [The Wreck Room], located in the Poughkeepsie Galleria Mall at 2001 South Road, Poughkeepsie, New York 12601, its affiliates, officers, directors, managers, members, agents, attorneys, staff, guides, independent contractors, subcontractors, sponsors, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all physical or psychological injury, including, but not limited to, illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including, but not limited to, accidents which may occur in the facility and traveling to and from an event related to the Activity; slips and falls; malfunction of the equipment used; injury and open wounds; shock, stress or other injury to the body while participating in the Activity; negligence on the part of other persons; and negligence on the part of the Released Parties (as defined below).

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I UNDERSTAND THAT NEITHER SOCIAL CONTENT, THE RAGER-IN-CHARGE, NOR ANY OF THE EMPLOYEES, HAVE ANY OBLIGATION TO PROVIDE INSTRUCTION, TRAINING OR SUPERVISION, AND THAT I HAVE THE RESPONSIBILITY TO CONSULT WITH A PHYSICIAN PRIOR TO MY PARTICIPATION IN THE ACTIVITY TO ENSURE THAT I AM IN GOOD HEALTH AND THAT I AM PHYSICALLY CAPABLE OF PARTICIPATING IN THE ACTIVITY. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THE ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL 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 OTHERS’ NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONTHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, TRAVEL TO, FROM AND DURING THE ACTIVITY.

Attached hereto as Exhibit “A” are rules for the Activity which I agree to strictly comply with at all times.

I hereby, for myself, my heirs, executors, administrators, assigns, and personal representatives (each, hereinafter referred to as a “Releasing Party” and collectively, as the “Releasing Parties”), voluntarily release, remise, acquit, satisfy, forever discharge and agree to indemnify, hold harmless and covenant not to sue, Social Content,

and the owner of the premises where the Activity will take place, their respective affiliates, officers, directors, managers, members, agents, attorneys, employees, staff, guides, independent contractors, subcontractors, sponsors, volunteers, heirs, representatives, predecessors, successors and assigns (each, hereinafter referred to as a “Released Party” and collectively, as the “Released Parties”), from any and all claims, demands or liabilities whatsoever, whether known or unknown or suspected to exist by any Releasing Party, which any Releasing Party ever had or may now have against any Released Party, from the beginning of time, including, without limitation, any claims, demands or liabilities in connection with the Activity.

I acknowledge that Social Content and its affiliates, officers, directors, managers, members, agents, attorneys, employees, staff, volunteers, heirs, representatives, predecessors, successors and assigns 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 Social Content.

I ACKNOWLEDGE THAT THE ACTIVITY MAY INVOLVE A TEST OF PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including, but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I 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 ALL OF THE RELEASED PARTIES, 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 THE RELEASED PARTIES FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Released Parties.

In the event that I should require medical care or treatment, I 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.

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

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 the participant signing this Waiver and Release of Liability and Social Content agree that this Waiver and Release of Liability is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Waiver and Release of Liability, 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 Waiver and Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Waiver and Release of Liability shall be determined to be unlawful or otherwise unenforceable, the remainder of this Waiver and Release of Liability shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Waiver and Release of Liability to be invalid or unenforceable, but

that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact

Contact Relationship

Contact Telephone

This Waiver and Release of Liability and any rights, duties and obligations as between the parties to this Waiver and Release of Liability shall be governed by and interpreted solely in accordance with the laws of the state of New York.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this Waiver and Release of Liability. I certify that I have made this Waiver and Release of Liability, that I fully understand its content and that this Waiver and Release of Liability 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 (Only if Attendee is Under 18)

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 _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name:

Relationship to Minor:

Signature:

Date:

EXHIBIT "A"
ACTIVITY RULES

1. I and all other participants will ensure that I/we will wear closed toed shoes at all times during the rage room session.
2. I and all other participants will listen to, and follow, the rules and instructions given to me by the rager-in-charge at all times.
3. I and all other participants will wear the safety equipment provided to me, including gloves, safety goggles and coveralls, at all times prior to entering the rage room and during the rage room session.
4. I and all other participants will only break the items provided in the rage room and will not break anything else (including the walls, doors, or tables).
5. I and all other participants will not throw tools at the walls of the rage room or otherwise damage them.
6. I and all other participants will be responsible for any and all damage to the rage room and its contents caused by my actions.
7. I and all other participants will not leave the rage room, or re-enter the rage room, without the rager-in-charge's explicit instruction/permission.
8. I and all other participants will not use, or allow others to use, the rage room in a manner which may endanger the life, limb or property of myself or others.
9. I and all other participants will not use, or allow others to use, the rage room while under the influence of drugs, alcohol or other intoxicants.
10. I and all other participants will not attempt to repair or clean the items I break, nor will I attempt to remove said items from the rage room.
11. Anyone under the age of 18 must be accompanied by a parent or guardian.