

Participation Waiver: Smash*it Rage Room

Smash*it Rage Room and their respective directors, officers, employees, guides, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors, and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

Initial

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (Hereinafter the "Release Agreement"). BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT at *Smash*it Rage room*.

ASSUMPTION OF RISKS

Initial

I am aware that participating in a rage room involves unusual risks, dangers and hazards including, but not limited to: accidents which may occur in the facility; slips and falls; malfunction of the equipment used; injury and open wounds; shock, stress or other injury to the body while participating in the rage room; negligence on the part of other persons; and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE RAGE ROOM. I acknowledge that the use of Smash*it Rage Room may result in injury, worsening of an existing medical condition, or death. I freely accept and fully assume all such risks, dangers and hazards and the possibility of injury, death, property damage or loss resulting therefrom.

MEDICAL CONDITION

Initial

I understand that use of the rage room may place unusual stresses on the body. Use of rage 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 the rage room. I have been advised to consult with my medical practitioner if I have any concern about my medical condition or fitness to engage in the rage room.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees agreeing to my participation in the rage room and permitting my use of the *Smash*it Rage room*. equipment, room, and other facilities, I hereby agree as follows:

Initial

TO WAIVE ANY AND ALL CLAIMS AND TO RELEASE THE RELEASEES 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 in the rage room, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE RAGE ROOM;

Initial

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Rage Room.

Initial

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. 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 Ontario Canada.

Initial

PHOTO/VIDEO RELEASE – I consent to photographs and videos being taken of me during my participation in the rage room, and to publication of the photographs and videos by the Releasees 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 Releasees with respect to the safety of the rage 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASE.

Date (MM/DD/YEAR)

Printed Name of participant

Signature Of Participant/Guardian of participant