

## ACCIDENT WAIVER AND RELEASE OF LIABILITY and PHOTO RELEASE (“RELEASE”)

This Accident Waiver and Release of Liability and Photo Release (this “Release”) is made effective as of the date signed below between the participant completing this form (“Releasor”) and Revive Entertainment, LLC (“Releasee”).

1. Releasor is participating in one or more activities at Revive Entertainment, LLC center (the “Event”). In consideration for participating in the Event and using the location and equipment, Releasor HEREBY ASSUMES ALL OF THE RISKS OF PARTICIPATING IN THE EVENT, including by way of example and not limitation, any risks that may arise from negligence, gross negligence, or carelessness on the part of the Releasee or other participants in the event, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of any other possible liability.
2. Releasor agrees to all terms of this Release and acknowledges that this Release will govern Releasor’s actions and responsibilities at the Event and that it will apply equally to any future Revive Entertainment, LLC Event(s) in which Releasor participates, regardless of whether or not Releasor is required to sign an additional Release for such future events.
3. Releasor is participating in this Event purely on a voluntary basis. It is for recreational purposes only and is not required, expected, or encouraged as a condition or part of Releasor’s employment or school curriculum, and is not otherwise being imposed on Releasor against their will. Releasor certifies that there are no health-related reasons or problems that preclude Releasor’s participation in this Event and that Releasor has not been advised by any medical professional not to participate in the Event or any other athletic activities.
4. Releasor, and anyone claiming on Releasor’s behalf, hereby release and forever discharge Releasee and its affiliates, successors, assigns, officers, employees, representatives, partners, franchisees, agents, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Event takes place, and anyone claiming through them (collectively, the “Released Parties”), in their individual and/or corporate capacities, from any and all causes of action, known or unknown, which Releasor has, had, or may in the future have against any of the Released Parties arising out of or relating to any injuries, physical or psychological, or death, sustained by Releasor in connection with Releasor’s presence in, or participation in any activity at, Revive Entertainment, LLC center.
5. Releasor acknowledges, agrees, and represents that Releasor understands the nature of Revive Entertainment, LLC and that Releasor is qualified, in good health, and in proper physical condition to participate in the Event. Releasor further agrees and warrants that if at any time Releasor believes conditions to be unsafe, Releasor will immediately discontinue further participation in the Event.
6. **RELEASOR FULLY UNDERSTANDS THAT: (a) ACTIVITIES, SUCH AS THOSE PROVIDED BY Revive Entertainment, LLC, INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“RISKS”); (b) these Risks and dangers may be caused by my Releasor’s own actions or inaction, the actions or inaction of others participating in the Event, the condition in which the Event takes place, or THE NEGLIGENCE OF THE RELEASED PARTIES; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and RELEASOR FULLY ACCEPTS AND ASSUMES ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES Releasor may incur as a result of Releasor’s participation in the Activity.**

7. **RELEASOR HEREBY RELEASES, DISCHARGES, AND COVENANTS NOT TO SUE THE RELEASED PARTIES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND RELEASOR FURTHER AGREES that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, RELEASOR, or anyone on Releasor's behalf, makes a claim against any of the Released Parties, RELEASOR WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim. In the event of a dispute regarding the enforcement or interpretation of the release, the prevailing party would be entitled to judgment for its reasonable expenses related to the dispute, including its attorney fees.**
  
8. Releasor hereby consents to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during the Event (including during travel to and from the Event). For the sake of clarity, any decision or act by any Released Party to provide, request, or otherwise induce the provision of any medical treatment to Releasor as a result of an injury, accident, or illness during the Event shall be covered by this Release.
  
9. Releasor understands that, while on the premises or participating in the Event, Releasor may be photographed or subject to audio and/or video recording. Releasor hereby grants to Releasee the rights of any image, in video or still, and the likeness and sound of Releasor's voice as recorded on audio or video, without payment or any other consideration. Releasor understands that any image or recording may be edited, copied, exhibited, published, or distributed for any legitimate purpose including commercial purposes, and Releasor waives the right to inspect or approve the finished product wherein Releasor's likeness appears. Additionally, Releasor waives any right to royalties or other compensation arising or related to the use of Releasor's image or recording.
  
10. **RELEASOR: (i) HAS READ THIS AGREEMENT, (ii) FULLY UNDERSTANDS ITS TERMS, (iii) UNDERSTANDS THAT RELEASOR HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, (iv) HAS SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE, (v) INTENDS IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW, AND (vi) AGREES THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

**ACCEPTANCE OF RELEASE \***

I hereby accept the terms of the Release.

**For Minors named below**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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