

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY
AGREEMENT**

THE WAR ZONE, LLC

305 W Walnut Lawn, Suite TT, Springfield MO

PARTICIPANT NAME: _____

PARTICIPANT ADDRESS: _____

PARTICIPANT EMAIL: _____

PARTICIPANT PHONE: _____

PARTICIPANT DOB: _____ GUARDIAN NAME (if under 18): _____

DATE: _____

AGREEMENT. In consideration of being allowed to participate, I, as “Participant” hereby acknowledge that I voluntarily desire to participate in, observe and/or otherwise take part in the recreational or other Activities offered to me by, or located at, The War Zone, LLC (“Company”) at the premises, facilities and on the land located at 305 W Walnut Lawn, Suite TT, Springfield, Greene County Missouri, (the “Property”). The recreational or other “Activities” include, without limitation, use of Nerf-style weapons, firing of said Nerf-style weapons at me and at others, exercise, running, competition in these events, program events. I understand that during my participation in any or all of these Activities I may be struck, kicked, hit, jolted, thrown to the ground, twisted, hurt, cut, bruised, or otherwise injured and I may encounter additional unforeseen and unknown hazards, dangers and risks that may result in bodily injury, emotional trauma, and/or other hazards. I acknowledge and understand that there are risks associated with participation in The War Zone activities and the use of the nerf arena and equipment could result in injury to me and/or other participants.

I fully understand that the Activities involve inherent and other risks, hazards and dangers that may include but are not limited to bodily injury, permanent disability, which may be caused by my own or (if Parent or Guardian on behalf of a Minor) the minor Participant’s own actions, or inactions, or those of others participating in the Activities, the conditions in which the Activities takes place, or the negligence of the Releasees named below.

I agree that the Participant named, and I, shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any event with The War Zone including, without limitation, the wearing of safety goggles at all times.

In consideration of Company’s consent to allow me to participate in any or all Activities, I hereby knowingly, freely and voluntarily agree to waive, release and discharge Company, Vanessa Grimaldi, and all other employees, other participants in the Activities, and their respective administrators, directors,

agents, officers, volunteers, and employees, any sponsors, vendors, tour operators, advertisers, and, if applicable, owners and lessors of the Property, (collectively "Releasees"), from any and all claims for damages for personal injury or property damage, and from all liability, claims, demands, losses, or damages, on said Participant or minor's account caused or alleged to be caused in whole or in part by the negligence of Releasees or otherwise, including without limitation negligent rescue operations, and, on behalf of myself and said minor, that may have, or that may subsequently accrue to me as a result of my participation in the recreational or other Activities offered, afforded, sponsored by, or located at, the Company or the Property. I further agree that if, despite this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement, I make, or anyone on behalf of myself or said minor makes, a claim of any type against any of the Releasees (including without limitation as to their negligence), I will indemnify, defend, save, and hold harmless each of the Releasees from and against any and all loss, liability, damage, or cost, including reasonable attorney's fees, which they may incur as the result of such claim.

_____/_____
INITIALS OF PARTICIPANT & PARENT/GUARDIAN [if applicable]

I voluntarily and freely, with full understanding that I may be exposing myself to extreme danger, assume all risks in connection with my participation in the Activities. I understand that I am completely responsible for all insurance coverage which I may wish to purchase to cover my participation in any recreational or other Activities on the Properties. (If a Minor: In addition to reading this Release, my parent/guardian has thoroughly explained the risks of this activity to me and I fully and completely understand and accept such risks.)

_____/_____
INITIALS OF PARTICIPANT & PARENT/GUARDIAN [if applicable]

I agree to follow all instructions, procedures, measures and directions given to me by the Company or any of its staff or representatives and understand that my failure to do so may result in property damage or injury to me or to a third party. I understand that my invitation to participate in recreational or other Activities on the Properties may be revoked at any time for any reason by the Company or any of its agents, managers, employees or representatives.

_____/_____
INITIALS OF PARTICIPANT & PARENT/GUARDIAN [if applicable]

I have had opportunity to obtain a physical examination from a doctor prior to engaging in any recreational or other Activity on the Properties.

_____/_____
INITIALS OF PARTICIPANT & PARENT/GUARDIAN [if applicable]

I agree to use all equipment in accordance with manufacturer's specifications when engaging in any recreational or other Activity on the Properties.

_____/_____
INITIALS OF PARTICIPANT & PARENT/GUARDIAN [if applicable]

I UNDERSTAND THAT THIS WAIVER, RELEASE AND INDEMNITY IS INTENDED TO WAIVE, RELEASE, DISCHARGE AND INDEMNIFY, IN ADVANCE, COMPANY AND ITS AFFILIATES, SUBSIDIARIES, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, INSURERS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FOR, FROM AND AGAINST ANY AND ALL LIABILITY TO ME ARISING FROM MY PARTICIPATION IN ANY AND ALL RECREATIONAL OR OTHER ACTIVITIES ON THE PROPERTIES, INCLUDING ANY DEMAND, RIGHT OR CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON TORT, CONTRACT,

WARRANTY, OR ANY OTHER THEORY OF RECOVERY, AT LAW OR INEQUITY, VESTED OR CONTINGENT, THAT I OR MY SPOUSE, FAMILY, PARENTS, CHILDREN, ESTATE, HEIRS, AGENTS, INSURERS, SUCCESSORS OR ASSIGNS MAY AT ANY TIME HAVE AS A RESULT OF MY PARTICIPATION IN RECREATIONAL OR OTHER ACTIVITIES ON THE PROPERTIES. THIS ALSO INCLUDES, WITHOUT LIMITATION, ANY LIABILITY (INCLUDING CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES) ARISING FROM INJURY OR DAMAGE THAT I SUFFER OR CAUSE DURING MY PARTICIPATION IN RECREATIONAL OR OTHER ACTIVITIES ON THE PROPERTIES, WHETHER SUCH INJURY OR DAMAGE IS FORESEEN OR UNFORESEEN OR WHETHER RESULTING FROM NEGLIGENCE OR OTHERWISE.

_____/_____ INITIALS OF PARTICIPANT & PARENT/GUARDIAN [if applicable]

I agree that this Waiver and Release is intended to be as broad and inclusive as permitted by applicable law. If any provision of this Waiver and Release shall be ineffective or invalid, such provision shall be ineffective or invalid only to the extent of such prohibition or the remaining provisions of this Waiver and Release, which shall remain in full force and effect.

_____/_____ INITIALS OF PARTICIPANT & PARENT/GUARDIAN [if applicable]

I agree to comply with all Applicable Law during my participation in any recreational or other Activities on the Properties. "Applicable Law" shall include all federal, state and local laws, statutes, regulations, codes, ordinances, rules and/or executive orders, as amended.

_____/_____ INITIALS OF PARTICIPANT & PARENT/GUARDIAN [if applicable]

On behalf of myself and any Participant minor, I have read the foregoing Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement, understand that I have given up my and said minor's substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature; on behalf of myself and said minor I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement is held invalid, the balance shall continue in full force in effect. On behalf of myself and any Participant minor, I understand that this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement shall be governed by the laws of the State of Missouri and that any claim, lawsuit, other action must be filed only in the state or federal courts located within Greene County, Missouri.

_____/_____ INITIALS OF PARTICIPANT & PARENT/GUARDIAN [if applicable]

PHOTOGRAPHIC RELEASE. On behalf of myself and any Participant minor, I hereby grant and convey unto Company all right, title, and interest in any and all photographic images and video or audio recordings (including without limitation as to my name, actions portrayal, image, voice and/or likeness) made by Company during the Activities, including, but not limited to, any royalties, proceeds, or other benefits obtained from such photographs or recordings.

_____/_____ INITIALS OF PARTICIPANT & PARENT/GUARDIAN [if applicable]

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I HAVE READ THIS AGREEMENT BEFORE SIGNING IT, AND FULLY UNDERSTAND AND AGREE TO ITS TERMS.

NOTE: If both parents/guardians are present, both must sign this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement.

Signature of Participant

Signature of Minor Participant

Signature of Parent/Legal Guardian

Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Printed Name of Parent/Legal Guardian