

# LIABILITY WAIVER

**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. PLEASE READ CAREFULLY!**

**TO: SMASH 'N' SPLASH LLC 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").**

## **ASSUMPTION OF RISKS**

**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 SMASH 'N' SPLASH. I acknowledge that the use of Smash 'N' Splash 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.**

**I understand and acknowledge all inherent risks associated with the activities and use of the Smash 'N' Splash facility involves unusual risks, dangers and hazards, including, but not limited to:**

- a) Any and all manner of injury or accident, including, without limitation, the possibility of serious injury or death, resulting from, arising from, or in connection to participation of any activities, use of facility or any other actions at Smash 'N' Splash, including but not limited to: stepping on debris; slipping on debris resulting in hitting the floor, other objects, weapons, other people or any other fixtures; being hit with flying debris from objects being smashed, failure or wear protective equipment or any other negligent behavior;**
- b) Cuts, scrapes, abrasions, burns, blisters or rashes resulting from skin contact with broken or damaged items, fixtures, surfaces, equipment or other debris;**
- c) Shock, stress, emotional injury or psychological trauma;**
- d) The aggravation or worsening of any existing medical condition;**
- e) Inadvertent and/or unwelcome contact;**
- f) Strains, bruising, tears or tissue injury;**
- g) Fractured or broken bones;**
- h) Neurological injury;**
- i) Reaction to supplies used such as paint, cleaner, or other substances.**
- j) Cosmetic injury or injury to eyes, ears or nose;**
- k) Cardiac or respiratory distress and/or injury;**
- l) Injury to internal organs;**
- m) Concussion, disability or paralysis;**
- n) Injuries resulting from the failure to properly wear safety protection gear;**
- o) Injuries resulting from the misuse of weapon or other items;**
- p) Injuries resulting from the failure to follow Smash 'N' Splash's employee instructions or safety rules, or failing to seek assistance;**
- q) Injuries resulting from the actions or omissions of others, including but not limited to slips, or falls of other participants and flying debris;**
- r) Any other bodily, personal injury or accident resulting or arising in connection with falling, tripping, contact with floors, equipment, fixtures, people, items or debris; failure to use protective gear or equipment; flying debris, items or implements; acts or omissions of others, skin contact with equipment, items, debris, surfaces, or any other person or equipment; failure to inspect or failure, malfunction or misuse of any safety equipment or other items; latent or apparent defects in equipment, items or premises; failure to follow instructions or to ask for assistance; touching, collisions; my own actions, inactions and/ or negligence; and negligence on the part of the releasees.**

## **MEDICAL CONDITION**

**I understand that use of the rooms at Smash 'N' Splash may place unusual stresses on the body. Use of these 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, are not recommended to engage in any activities at Smash 'N' Splash. I have been advised to consult with my medical practitioner if I have any concern about my medical condition or fitness.**

**Initials \_\_\_\_\_**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees agreeing to my participation, and permitting my use of Smash 'N' Splash's equipment, rooms, and other facilities, I hereby agree as follows:

1. **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 rooms, **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;**
2. **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 Smash 'N' Splash;
3. 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;
4. 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 the State of Rhode Island and no other jurisdiction;
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the State of Rhode Island and shall be within the exclusive jurisdiction of the Courts of Rhode Island.

**NEGLIGENT BEHAVIOR**

I understand that failure to follow rules and instructions or any violent behavior may result in termination of session without refund and that I am responsible for any damage to the Smash 'N' Splash facility such as ceiling, walls, lights, door, exit signs, fire alarms, speakers, security cameras, or any other property resulting in negligent behavior.

**PHOTO/VIDEO RELEASE**

I consent to photographs and videos being taken of me during my participation at Smash 'N' Splash, 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 rooms at Smash 'N' Splash, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SUBMITTING 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 RELEASEES.**

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<b>Participants Name (Print)</b>	<b>Age</b>	<b>Address</b>	<b>Phone #</b>
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<b>Signature (Parent/Guardian if under 18)</b>	<b>Date</b>	<b>Email Address</b>
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