



SMASH CITY 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!

In consideration of my being allowed to use the services, equipment, and facilities of Urban Warfare, LLC, d/b/a Smash City ("Smash City"), located at 14088 Prairie Commercial Park, Bloomington IL 61704,

I, _____ ("Participant"), acknowledge and agree to the following terms and conditions:

TO: Urban Warfare, LLC, d/b/a Smash City ("Smash City"), located at 14088 Prairie Commercial Park, Bloomington IL 61704 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 "Releases").

DEFINITION

In this Release Agreement, the term "Sports" shall include any use or participation in the Rage Room and/or Paint Room facility and related equipment, and any other activities, events or services provided, arranged, organized, sponsored or authorized by the Releases in any way associated or connected with the Rage Room and/or Paint Room.

ASSUMPTION OF RISKS

I am aware that the Sports 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 Sports; 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 SPORTS. I acknowledge that the Sports 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

I understand that the Sports may place unusual stresses on the body. The Sports 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 allowed to engage in the Sports. 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 Sports.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

1. In consideration of the Releases agreeing to my participation in the Sports, and permitting my use of the Sports' equipment, room and other facilities, I hereby agree as follows: 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 Sports, 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 OWED UNDER THE PREMISES LIABILITY ACT (740 ILCS 130/), 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 SPORTS REFERRED TO ABOVE;
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 the Sports;
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 Illinois and no other jurisdiction;

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the state of Illinois and shall be within the exclusive jurisdiction of the Courts of Illinois.

PHOTO/VIDEO RELEASE - I consent to photographs and videos being taken of me during my participation in the Sports, and to publication of the photographs and videos by the Releases 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 Releases with respect to the safety of the Sports, other than what is set forth in this Release Agreement.

DAMAGES - I agree that I will be responsible for intentional damages as a result of not properly listening to instructions or throwing or using striking implements improperly against walls, smash blocks, cement blocks, security cameras, lights, or other items within the facility.

PARENT/LEGAL GUARDIAN CONSENT: If the participant is a minor (under 18 years of age), the minor participant's parent or legal guardian is also required to sign this form. By signing this Waiver and Release of Liability Form, the parent or legal guardian expressly (a) grants permission to the named participant to take part in ICF/TYCEC activities, (b) understands, acknowledges and affirms all the statements, assurances and waivers contained herein, and (c) agrees to bind himself or herself, and the minor participant, to each of the foregoing provisions to the extent permissible by law.

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 RELEASEES.

PARTICIPANT

SIGNATURE: _____ DATE: _____, PHONE NUMBER: _____
MAILING ADDRESS: _____, EMAIL: _____

LEGAL GUARDIAN: (If Under 18 Years Old)

NAME: _____ SIGNATURE: _____
DATE: _____, PHONE NUMBER: _____, EMAIL: _____
MAILING ADDRESS: _____