WAIVER, RELEASE, AND ACKNOWLEDGMENT OF RISK

**Super Smash KC, LLC**, and its owners, members, operators, partners, employees, contractors, agents, affiliates, insurers and insureds, and assigns, collectively (“**Smash KC,**”) in further consideration for the execution and assumption of this Agreement, are excited to welcome \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter (“**I**” or “**ME**” or “**MY**” or **“YOUR”** ) to **Smash KC’s** business located at 7360 W. 162nd St., Suite 106, Stilwell, KS 66085, for **YOUR** participation, enjoyment, and use of the (**“Rage Room”)** and (**“Rage Room Activities.”)** This document and its signature pages shall be known as the (“**Release**.”) Further, by definition, in the event **I** am under the age of (18) years old, then the language (“**I**” or “**ME**” or “**MY**” or **“YOUR”** ) as found in this **Release** shall also include and bind **MY** Parents, as evidenced on the signature page.

**I** understand that if **I** am under the **age of (18)** and wanting to participate in the **Rage Room** and **Rage Room Activities**, that **I** must have this Release signed by my **Parent** or **Legal Guardian** (and myself), prior to such use.

**I** understand and acknowledge that my intended purpose for visiting **Smash KC**, is to enter the **Rage Room** and engage in **Rage Room Activities,** and **I** am doing so voluntarily, with a full understanding of the risks as further listed out below.

 **I** understand that **MY** voluntary and intended use ofthe **“Rage Room”** and **“Rage Room Activities**” shall or may include, but not be limited to, **ME** engaging in physical activities including **MY** use of tools, weapons, bats, objects, and projectiles, and using the same to destroy, smash, or damage pieces of equipment, electronics, vehicles, TV’s, etc, the destruction of which will very likely (*and can be expected to)* lead to flying glass, debris, shrapnel, metal shards, plastic, and potentially the release of noxious odors, and/or harmful liquids or chemicals, or electric shock, all of which could be expected to make contact with my body, face, and eyes, or those of a third-party in close proximity to **ME**. Accordingly, **I** understand that as a result of the above, that **Rage Room Activities** are **an inherently dangerous and risky activity**, and that **I** am opting to voluntarily access and participate in the same, with a full knowledge of the risks associated with **MY** usage.

**Smash KC** intends to offer access to the **Rage Room** and **Rage Room Activities** as a fun and good-hearted business, with the hope that the same can help **YOU** burn off stress and engage in physical exercise. However, **Smash KC** also recognizes that **YOUR** access to, use, and participation in the **Rage Room** and **Rage Room Activities,** including as listed in the immediately above Paragraph 4, could result in **serious injury, dismemberment, maiming, shock, disability, property damage, or even death**, for **YOU**, or for another participant, third-party, or employee of **Smash KC**. For this reason and in exchange for **Smash KC** welcoming **YOU** at their business to access the **Rage Room** and engage in **Rage Room Activities**, **I**, hereby agreeto sign and deliver this Release to **Smash KC** on or before **I** shall be granted to access to the **Rage Room** and prior to engaging in **Rage Room Activities.** If **I** am under 18 years of age, and **MY** parent(s) and **ME** do not sign this Release, **I** understand I will not be able to access or participate in the **Rage Room** or **Rage Room Activities.**

**I** expressly acknowledge, as evidenced by the signatures below, that **I** am voluntarily accessing and participating in the **Rage Room Activities** at **Smash KC** with a full understanding and knowledge of the inherent danger involved, and nonetheless, hereby agree to accept and assume any and all risks of injury, disability, dismemberment, maiming, shock, death, or property damage arising from my participation in the activities, even if the injuries to **ME** or **MY** property result from an act, omission, or negligence of: **MYSELF**, of a third-party on site at the **Rage Room,** of **Smash KC**, or due to destruction of any objects in a manner as mentioned in Paragraph 4.

**I** understand that **Smash KC** will provide personal protective equipment (“**PPE**”), including clothing and eyewear with the intended purpose of protecting **ME** from the potential injuries or dangers as listed in Paragraph 4. **I** understand that **I** will properly wear the **PPE** at all times while accessing the **Rage Room** and especially while engaging in **Rage Room** **Activities**. **I** understand that while important to wear at all times, that the **PPE** in no way guarantees that it will provide complete and impenetrable protection from damage or injury to **ME**, arising out of **MY** use of the **Rage Room.**

**I** understand that despite the best efforts of **Smash KC** to provide a safe environment, including outfitting **ME** with **PPE**, that due to the inherently dangerous and unpredictable nature of the **Rage Room** and **Rage Room Activities**, that **Smash KC** cannot guarantee **MY** safety from injury or damage, and I am voluntarily engaging in **Rage Room Activities** with an understanding that **Smash KC**, and/or the **PPE** provided by **Smash KC** does not (and by the nature of the use, cannot) make such a guarantee or representation of an injury free experience.

**I** understand that the **Rage Room Activities** are only suitable for physically healthy participants, who represent that they can sustain the physical stress of such participation. **I** represent, warrant, and understand that Rage Room Activities will require certain rigorous physical activities and strain on **MY** body, and that by signing below and participating in the **Rage Room Activities**, that **a)** **I** do not have any underlying health problems that could be exacerbated or triggered by **MY** participation in the Rage Room; and **b)** that **I** am generally healthy at the time of participation.

**I** understand that in the event that **I**, through **MY** own negligence, act, or omission, cause any injury, damage, or death to a third-party, and such third-party brings a claim against **Smash KC,** that I agree to wholly defend, hold harmless, and indemnify **Smash KC**, including for any judgment entered against **Smash KC**, and to reimburse **Smash KC’s** reasonable attorneys fees or any other cost incurred related to the indemnification, within (5) days upon receiving written demand from **Smash KC**, related to the same.

Media Consent. **I** grant full permission and consent to **Smash KC**, to use my image and likeness, including taking photographs or video of **MYSELF**, or through other media, to be potentially used by **Smash KC** for any reasonable purpose, which shall include, but not be limited to, social media postings, marketing, advertising, or other promotional purposes. **I** understand that **I** will never be compensated for such media and use of my likeness, and forever waive all claims related to the same. **I** also forever waive and release any and all claims in law or in equity, which may arise out of or be incidental thereto, in respect to the usage of my image and likeness by **Smash KC**, as set forth above. In the event **I** later disagree and want to withdraw my consent to the above, I will notify **Smash KC** promptly, in writing, return receipt requested, and give **Smash KC** adequate time to investigate and remove the same.

 **I**, and my heirs, estates, assigns, or any other third-party entity or individual acting on my behalf, do forever waive and release any and all claims or causes of action, now known or hereafter known, against **Smash KC** and its owners, members, operators, partners, employees, contractors, agents, affiliates, insurers and insureds, and assigns (collectively, "**Released Parties**") on account of any injury, disability, dismemberment, maiming, death, or property damage arising out of, incidental thereto, or attributable to **MY** access and/or participation at the **Rage Room** and/or **Rage Room Activities**, even if the injuries to **ME** or **MY** property result from the negligence, act, or omission of **Smash KC**. I, (and if applicable my Parents) agree not to make or bring any claims against the **Released Parties** related to my access to and participation at the **Rage Room.**

In the unlikely event that a claim is allowed to be brought, **I** agree that the sole and exclusive jurisdiction to bring any such a claim is in the District Court of Johnson County Kansas; and that **I** forever agree to waive any right to seek a trial by jury, on any issues or claims which would otherwise be triable by jury.

**I** fully and completely understand that this Release limits certain legal rights and claims which **I** may have otherwise had and makes certain acknowledgements and representations and warranties on my behalf, of which Smash KC has relied upon to allow me participation in **Rage Room Activities**. **I** understand that should **I** not fully understand this Release, that **I** should discuss the same with an attorney of my choosing, and as evidenced by signing below, that **I** either have a) consulted with such an attorney and agree to the terms herein; or b) have a full understanding of the conditions of this Release and have opted not to consult with an attorney.

This Release constitutes the sole and entire agreement between the **ME** and **Smash KC** with respect to the subject matter and supersedes all other understandings, agreements, representations, and warranties, both written and oral. If any term or provision of this Release is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall be severed, and the remainder of this Release shall remain unaffected and fully enforceable and in good standing. This Release is binding on and shall inure to the benefit or obligation of **Smash KC** and **ME,** and **MY,** heirs, estates, assigns, and any third-party entity or individual acting on my behalf. This document may be executed in original or in electronic counterpart, any format shall have the same effective as of the original.

**{SIGNATURES ON NEXT PAGE}**

**BY SIGNING, I (and if applicable, MY PARENTS) ACKNOWLEDGE THAT WE HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND AGREE TO BE BOUND BY ITS TERMS.  I ACKNOWLEDGE THAT SMASH KC INTENDS TO RELY UPON THE WAIVERS, RELEASES, TERMS, AND REPRESENTATIONS ABOVE, AND THAT MY ACCESS AND PARTICIPATION IS BASED ON THE SAME.**

**FURTHER, BY SIGNING, MY PARENT(S) ARE REPRESENTING AND ACKNOWLEDGING THAT HE/SHE/THEY ARE THE PARENT OR LEGAL GUARDIAN OF ME, AND THAT HE/SHE/THEY HAVE THE LEGAL RIGHT TO CONSENT TO THE TERMS AND CONDITIONS OF THIS RELEASE.**

**PARTICIPANT (18+)**

**SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**YOUTH PARTICIPANT (UNDER 18)**

**SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PARENT / LEGAL GUARDIAN OF YOUTH PARTICIPANT**

**SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**