

SMASH N BASH, LLC

ASSUMPTION OF THE RISK, RELEASE, AND INDEMNIFICATION

In consideration of the use of services, equipment, and facilities of Smash N Bash, LLC., their agents, owners, officers, managers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Smash N Bash"), I hereby acknowledge and agree to release, indemnify, and discharge Smash N Bash, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I. ASSUMPTION OF THE RISK

I hereby acknowledge, accept, and agree that the use of or participation in a rage room, related activities, and the use of Smash N Bash's services, equipment, and facilities is inherently dangerous. Participation in a rage session and all related activities may place unusual stresses on the body and is not recommended for persons suffering from asthma, epilepsy, cardiac disorders, respiratory disorders, hypertension, 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 or are otherwise intoxicated are not recommended to engage in rage room sessions.

_____ I have been advised to consult with my medical practitioner if I have any concern about my medical condition or fitness to engage in a rage room session.

_____ I have received full information regarding Smash N Bash's services, equipment, and facilities and have had the opportunity to ask any questions that I have regarding the same.

_____ I have full knowledge of the nature and extent of all the inherent risks associated with rage rooms and the services, equipment, and facilities used in rage rooms and related activities at Smash N Bash, which may include but are not limited to:

- Any and all manner of injury, including without limitation, the possibility of serious injury or death, resulting from any of the services, equipment, and facilities at Smash N Bash, which include, without limitation, slipping or tripping on debris and hitting the floor, equipment, weapons, people or debris, whether permanently or temporarily in place; failure to wear protective gear; flying debris or any other consequence whatsoever of utilizing Smash N Bash's services, equipment, and facilities;
- Injuries resulting from the actions or omissions of others, including but not limited to slips, trips, and falls of other participants and flying debris;
- Cuts and abrasions resulting from skin contact with damaged items, debris, and any other surface, person, or equipment;
- Injuries resulting from shock, stress, or other injury;
- The aggravation or worsening of any existing medical condition;
- Failure or misuse of safety gear, weapons, or any other items or equipment;
- Failure to follow Smash N Bash's employee instructions or failure to ask for information or assistance;
- Any injury that may occur while moving on or about the premises for any reason, including but not limited to slips, trips and falls, and any and all inherent risks of the use of or

participation in a rage room, and the services, equipment, and facilities used in rage rooms and related activities at Smash N Bash.

I further acknowledge that the above list is not inclusive of all possible inherent risks associated with the use of Smash N Bash's services, equipment, and facilities, and I agree that such list in no way limits the extent or reach of this Assumption of the Risk, Release, and Indemnification Agreement.

II. RELEASE

In consideration of my use of Smash N Bash's services, equipment, and facilities, and/or participation in any program, competition, special event, group or party offered by or held at Smash N Bash, I hereby release and discharge Smash N Bash, as well as its members, managers, officers, directors, owners, employees, agents, and contractors, from any and all liabilities, suits, claims, causes of action, demands, damages (including attorneys' fees and expenses), losses or costs of any nature whatsoever incurred by me or that are in any way related to or arising out of the use or intended use of Smash N Bash's services, equipment, and facilities, whether supervised or not, including, without limitation, all claims for property damage, personal injuries or wrongful, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including Smash N Bash (collectively, the "Claims").

III. INDEMNIFICATION

I hereby agree to indemnify Smash N Bash, as well as its members, managers, officers, directors, owners, employees, agents and contractors, from any and all liabilities, suits, claims, causes of action, demands, damages, losses or costs of any nature whatsoever arising out of, or in any way relating to, my use of or movement in or throughout Smash N Bash's services, equipment, and facilities, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including Smash N Bash.

I understand and agree that Smash N Bash and its personnel or staff reserves the right to deny access to its facilities to any individual, permanently or for a specified period of time, for any breach of Smash N Bash's policies, rules and regulations, for any conduct that is viewed as unsafe or inappropriate, or for any other reason whatsoever, whether disclosed or not. While using Smash N Bash's services, equipment, and facilities, I consent to Smash N Bash capturing any form of media containing my image, be it photo or video, and agree that any such media may be used for any and all purposes that Smash N Bash deems appropriate in its sole and absolute discretion. Smash N Bash may add my email address to their mailing list for Smash N Bash updates and promotions.

This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and assigns, in the event of my death or incapacity. By signing this agreement, I waive the right to bring a court action to recover damages or obtain any other remedy for any injury to myself or death, or any damages to my property, however caused, arising out of my use of or movement in or throughout Smash N Bash's services, equipment, and facilities, now or any

time in the future, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including Smash N Bash. I agree to pay for any and all reasonable attorneys' fees and expenses incurred by Smash N Bash as a result of any claims made by me or on my behalf in contravention of this Agreement.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or I will otherwise agree to bear the costs of such injury or damage. I further certify that I have no medical or physical conditions which interfere with my ability to participate safely in the use of Smash N Bash's services, equipment, and facilities, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, but any such condition.

I agree that the validity and enforceability of this Assumption of Risk, Release, and Indemnification will be governed by the laws of the State of Texas, without regard to its conflict of law rules. I agree to submit any claims and disputes relating to or arising under this Agreement to binding arbitration.

I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I agree that I will be financially responsible for damage from throwing items or using striking instruments directly against drywall, ceiling, tables, fans, lights, or speakers.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Smash N Bash, as well as its members, managers, officers, directors, owners, employees, agents, and contractors, on the basis of any claim from which I have released them herein.

By signing this document, I certify that I am at least 18 years of age and legally competent to sign this agreement.

This Assumption of Risk, Release, and Indemnification shall be effective and binding upon me and upon my assigns, heirs, representatives, executors, and administrators.

My participation in this activity is purely voluntary, and I elect to participate in spite of the risks described herein.

Print Name: _____ Phone Number: _____

Address: _____

State: _____ Zip: _____ Email: _____

Participant Signature: _____

Date: _____