

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

I \_\_\_\_\_ understand that, by signing below, I am legally agreeing to all of the following statements in exchange for being permitted to use Battlefield Pro equipment and services for myself, my child(ren) and those in my care.

I fully understand that the activity of Laser Tag involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, of others participating in the event, the conditions in which the event takes place, or the negligence of the "releases" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs and damages I incur as a result of my participation in the Activity. I acknowledge that if I believe event conditions are unsafe, I, my child(ren) and those in my care will immediately discontinue participating in the Activity.

I acknowledge responsibility for the actions of myself, my child(ren) and those in my care whilst participating.

I have arranged the event venue and am responsible for any costs and booking permissions associated with its use.

I understand and agree that while Battlefield Pro have taken precautions to minimize risk and provide a safe environment, there are always unpredictable risks associated with any physical activity.

I acknowledge that all persons within my group including myself, my child(ren) and those in my care, are healthy and physically able to participate in any and all undertaken activities. I, for all in my group, agree to follow all rules and instructions of the employees of Battlefield Pro and understand that failure to follow such rules or instructions may result in damage to person or property, loss, injury or death.

I collectively acknowledge for myself, my child(ren) and those in my care that we voluntarily participate or partake of services for our benefit and I assume responsibility for any injury or serious bodily harm, including permanent disability, death or serious loss, which may arise or we may sustain while participating in Laser Tag provided by Battlefield Pro

I indemnify, release and hold harmless Battlefield Pro (including owners, employees, assistants, shareholders, and partners) against all claims, actions, suits, demands and expenses, including all legal and medical expenses in any way arising out of the use of the Battlefield Pro equipment and services, the Laser Tag activity, and the use of the venue. I understand that this includes any person, as well as third parties, conducting, engaging in or witnessing the event, my actions or inactions and include my child(ren) and those in my care. This waiver shall cover any and all liability along with associated costs and apply to all risk, known and unknown, even if resulting from negligence actions of other participants or employees of the company.

I acknowledge and accept that there is a risk of loss, theft, damage and destruction to my personal property at an event. I agree that I am solely responsible for my property, including but not limited to personal possessions and equipment, before, during and after the event.

I understand that the Battlefield Pro reserve the right to alter the event, close or withdraw equipment and services, to postpone, reschedule or cancel the event if conditions warrant it or otherwise at Battlefield Pro discretion, and that any fees collected will be non refundable.

**Battlefield Pro may take photographs and video of participants engaging in the activity. These images and videos remain the sole property of Battlefield Pro to reproduce, publish and display without prior consent and royalty free.**

**I acknowledge that if I do not agree with any of the foregoing, I may elect to not sign this agreement and I, my child(ren) and those in my care will be unable to participate. Any fees collected will be non-refundable.**

**I have read this WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND RELEASE AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement and assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be valid the balance, notwithstanding, shall continue in full force and effect.**

**DATE.....**

**NAME.....**

**ADDRESS.....**

**MOBILE.....**

**SIGNATURE.....**