

Cleveland Rage Room

Waiver

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK 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!

First & Last Name:

First & Last Name of Parent/Guardian:

To: Hamilton National Holdings LLC, DBA Cleveland Rage Room and their respective directors, officers, employees, guides, agents, representatives, volunteers, independent contractors, sub-contractors, 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 Cleveland Rage 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 Cleveland Rage 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 ASSOCIATED WITH 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 recommended 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: In consideration of the Releases agreeing to my participation in the Sports, and permitting my use of the Sports' equipment, room, and facilities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS AND TO RELEASE THE RELEASEES from any and all liability for 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 OCCUPIERS LIABILITY ACT, R.S.0 1990, 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 RLEASEES 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 Tennessee and no other jurisdiction.
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the State of Tennessee and shall be within the exclusive jurisdiction of the Courts of Tennessee.

Photo/Video/Audio Release: I consent to photographs, videos, and audio being taken of me during my participation in the Sports, and to publication of the photographs, videos, and audio by the Releasees for advertising, promotional, and marketing purposes.

In entering into this Release Agreement, I am not relying on and oral or written representations or statements made by the Releases with respect to the safety of the Sports, other that what is set forth in this Release Agreement.

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.

Signature:	Signature of Parent/Guardian:
Date:	Date: