**WAIVER AND RELEASE OF LIABILITY AGREEMENT**
**FOR LASER TAG PARTICIPATION – ADULTS AND MINORS**

**READ CAREFULLY – THIS IS A LEGAL DOCUMENT AFFECTING YOUR RIGHTS**

This Waiver and Release of Liability Agreement ("Agreement") is entered into by the undersigned participant (and the undersigned parent or legal guardian if the participant is a minor) in favor of Arcadeus Entertainment LLC, its owners, employees, agents, contractors, affiliates, successors, and assigns (collectively, the "Released Parties"). This Agreement applies to participation in any laser tag game, activity, event, or program (the "Activity") hosted, operated, or facilitated by the Released Parties, including use of mobile or portable equipment set up at indoor or outdoor locations.

**1. ASSUMPTION OF RISK**

I understand and acknowledge that participation in the Activity involves known and unknown risks, including but not limited to:

* **Tripping hazards**, including but not limited to stakes placed in the ground, sandbags, inflatable barriers, uneven or rugged terrain, laser tag equipment, extension cords, traffic cones, trees, rocks, or other players. Such hazards may be exacerbated by low visibility, particularly at night or in dimly lit indoor settings.
* **Slipping hazards**, especially on wet, slick, damp, or unstable surfaces during outdoor play or while playing indoors.
* **Collisions** with objects or persons, including but not limited to other players, tables, lighting, laser tag devices, inflatable barriers, trees, or terrain features.
* **Injuries** from falls or collisions, including but not limited to bruises, sprains, muscle strains, scrapes, cuts, splinters, concussions, and fractures or broken bones.
* **Improper use of safety gear**, such as neck straps, which may result in skin irritation, rash, or respiratory difficulty.
* **Electrical hazards**, including but not limited to shock or burns from tampering with equipment, exposed wires, or improper use of electrical outlets.
* **Health-related risks**, such as overexertion, dehydration, exhaustion, heat exhaustion, frostbite, or aggravation of preexisting medical conditions such as asthma or cardiovascular conditions.
* **Exposure to flashing or strobing lights**, which may trigger seizures or adverse reactions in individuals with photosensitive epilepsy.
* **Emotional or psychological effects**, including but not limited to stress, anxiety, frustration, or discomfort.

I fully understand these risks and voluntarily **assume all risks of injury, illness, damage, or loss** that may arise directly or indirectly from participation in the Activity, **whether such risks are known or unknown, and regardless of whether they arise from the ordinary negligence of the Released Parties**.

**2. RELEASE OF LIABILITY; WAIVER OF CLAIMS; HOLD HARMLESS**

In consideration of being permitted to participate in the Activity, I, on behalf of myself and my heirs, assigns, personal representatives, and estate, **hereby voluntarily release, waive, discharge, and hold harmless the Released Parties from any and all claims, actions, causes of action, demands, damages, liabilities, costs, or expenses**, including attorneys’ fees, arising out of or related to:

* My participation in the Activity;
* Any bodily injury, illness, or death suffered by me or the minor participant;
* Damage to or loss of my personal property or the property of others, including without limitation clothing, electronics, eyewear, jewelry, or other personal items;
* Damage to any third-party premises or structures on or near which the Activity is conducted; or
* Any transportation or movement of equipment to or from the Activity site.

This release applies **even if the damages or injuries are caused in whole or in part by the ordinary negligence of the Released Parties**.

I further agree to **hold harmless** the Released Parties from and against any and all claims, actions, damages, judgments, costs, and expenses, including reasonable attorney’s fees, that may in any way arise from my participation (or the participation of the minor on whose behalf I am signing) in the Activity. This hold harmless obligation includes, but is not limited to, **claims brought by other participants, spectators, property owners, or bystanders** who may be affected by my actions or conduct during the Activity.

**3. INDEMNIFICATION**

I agree to indemnify and defend the Released Parties and to hold them harmless from and against any and all claims, damages, losses, liabilities, costs, or expenses (including but not limited to attorneys’ fees and court costs) arising from:

* My (or the minor’s) negligent or reckless acts or omissions;
* Any damage caused by me (or the minor) to the property of another participant, spectator, or third party;
* Any damage to the premises or site on which the laser tag equipment is installed, whether public or private property, including buildings, fixtures, landscaping, or other improvements;
* Any claim by a third party that arises from my (or the minor’s) participation in the Activity.

This indemnity obligation survives the termination or expiration of this Agreement.

**4. PARTICIPATION OF MINORS**

If I am signing on behalf of a minor participant, I represent that I am the minor’s parent or legal guardian and have full authority to enter into this Agreement. I acknowledge and agree that I am nonetheless voluntarily **assuming all risks on behalf of the minor** and **agreeing to indemnify, defend, and hold harmless the Released Parties** from any claims brought on behalf of the minor to the fullest extent permitted by law.

**5. MEDICAL TREATMENT AND FITNESS TO PARTICIPATE**

I certify that I (and/or the minor participant) am physically able to participate in the Activity and do not have any medical condition that would be aggravated by participation. I authorize the Released Parties to seek medical treatment in the event of an emergency and agree to be solely responsible for any resulting medical expenses.

**6. MEDIA CONSENT**

Participant grants permission and license to the Released Parties and any transferee or licensee, to utilize any photographs, video, recordings and other references or records which may depict, record or refer to participant (“Likeness”) for any purpose, including commercial use by the Released Parties and their licensees. This permission and license is for use anywhere in the world and on the Internet and for an unlimited period of time. Participant agrees that participant will not be compensated or receive additional consideration for consenting to the use of participant's Likeness and that participant will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and/or content that may use participant's Likeness.

**7. SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable under applicable law, the remaining provisions shall remain in full force and effect. An unenforceable clause shall be interpreted and reformed to the minimum extent necessary to be valid under Tennessee law.

**8. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of Tennessee, without regard to its conflicts of law principles. Any legal action arising out of this Agreement shall be brought in a court of competent jurisdiction in Tennessee.

**9. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes any oral or written statements, promises, or representations made prior to or contemporaneously with this Agreement.

**10. KNOWING AND VOLUNTARY EXECUTION**

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR ORDINARY NEGLIGENCE. I AM SIGNING THIS AGREEMENT FREELY, VOLUNTARILY, AND WITHOUT ANY INDUCEMENT.

**PARTICIPANT INFORMATION (REQUIRED)**
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IF PARTICIPANT IS A MINOR (UNDER 18), PARENT OR LEGAL GUARDIAN MUST COMPLETE BELOW**

**PARENT/GUARDIAN ACKNOWLEDGMENT (FOR MINORS)**

I am the parent or legal guardian of the minor named above. I have read and understood this Agreement. I consent to the minor's participation in the Activity and agree to be bound by the terms of this Agreement on my own behalf and on behalf of the minor to the fullest extent allowed by law.

Parent/Guardian Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Relationship to Minor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_