

Only for Space Teams attending Session 6



Appointment Date and Time: _____

Adventure Scenario(s): _____

Age (if minor): _____

WAIVER AND RELEASE OF LIABILITY (PERPETUAL UNLESS REVOKED)

PLEASE READ CAREFULLY BEFORE SIGNING

In exchange for participation in the recreational activities operated by Laser Entertainment Group, Inc. d/b/a Laser Ops Extreme Gaming Arcade™ and/or use of the services, equipment, facilities and property located in Tampa, Florida, or at any other premises leased to or under the control or supervision of Laser Entertainment Group, Inc. d/b/a Laser Ops Extreme Gaming Arcade™ (the “Adventures”), I certify, acknowledge and agree to, on my own behalf and (if applicable) on behalf of the minor participant named herein, the following:

ACTIVITIES; RISKS OF PARTICIPATION. I acknowledge that Laser Ops (as defined below) offers certain Adventures, including laser tag, archery tag and virtual reality games. I understand that each activity involves risk of injury, death or property damage that may be caused by the following, including without limitation: (a) simulated battle in small rooms, spaces and bunkers; (b) achieving mission objectives; (c) anxiety, confusion and mental stress; (d) use of simple tools and equipment; (e) variations in environment, lighting, sound and temperature; (f) bending, crawling, climbing, ducking, hiding, reaching, standing, walking, running, and lifting or moving objects 20 pounds or less; (g) bumping, contacting or impacting other participants and items in the arena; (h) falling, slipping or tripping over items that myself or other participants scatter throughout the arena; (i) getting hit with an arrow, bow string or other items while playing archery tag; (j) my own actions, inactions or negligence; (k) the actions, inactions or negligence of others, including “RELEASEES” (as defined below); (l) defective equipment, falling objects and the condition of the arena, facility or premises; and (m) other dangers, hazards or conditions not presently known or readily foreseeable. I am of sound mind and health. I am physically, mentally and emotionally able to perform all tasks and activities associated with such Adventures in a safe manner. I am not under the influence of drugs or alcohol which endangers others or impairs my ability to maintain safety awareness. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Laser Ops Extreme Gaming Arcade™, its employees, representatives or agents (hereinafter collectively “Laser Ops”). If at any point I believe the conditions to be unsafe, or if I am unfit for any component of participation, I will immediately inform Laser Ops and remove myself from participation. I am aware I may be subject to video and audio monitoring and recording, and group photos. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose as determined at the sole discretion of Laser Ops and its assigns.

ASSUMPTION OF RISK. I AM AWARE AND UNDERSTAND THAT EACH ADVENTURE IS A DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN EACH ADVENTURE WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF LASER OPS OR OTHERWISE. I consent to receive medical treatment which may be deemed advisable in the event of injury, accident or illness during an Adventure.

WAIVER AND RELEASE OF LIABILITY. I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL LIABILITY OR CLAIMS, OF ANY NATURE, KNOWN OR UNKNOWN, ACCRUED OR UNACCRUED, IN LAW OR IN EQUITY, AGAINST LASER OPS, AND ITS PREDECESSORS, SUCCESSORS, ASSIGNS, INSURERS, PARTNERS, AFFILIATES, SUBSIDIARIES, PARENTS, OWNERS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS AND ATTORNEYS, IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES (collectively “RELEASEES”), ARISING OUT OF MY PARTICIPATION IN AN ADVENTURE AND/OR MY USE OF OR PRESENCE UPON THE FACILITIES OF LASER OPS, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. This document shall be construed broadly to provide a waiver and release of liability to the maximum extent permitted under applicable law.

INDEMNIFICATION. I SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LASER OPS AND ALL OTHER RELEASEES AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, LOSSES, COSTS OR EXPENSES, INCLUDING WITHOUT LIMITATION ATTORNEYS’ FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE OUT OF MY PARTICIPATION IN AN ADVENTURE AND/OR MY USE OF OR PRESENCE UPON THE FACILITIES OF LASER OPS, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

BINDING EFFECT. This document shall be effective and binding upon my heirs, relatives, executors, administrators and other legal representatives. I further acknowledge and understand that THIS DOCUMENT SHALL APPLY TO EACH AND EVERY OCCASION IN THE FUTURE that I or my child or ward (named herein) visit a Laser Ops facility and/or participate in an Adventure UNTIL I EXPRESSLY REVOKE THIS DOCUMENT IN WRITING.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I WILL ASSUME ALL RISKS ASSOCIATED WITH EACH ACTIVITY. I UNDERSTAND THAT THIS IS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY, THAT I AM VOLUNTARITLY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE RELEASEES FOR NEGLIGENCE, AND I SIGN IT OF MY OWN FREE WILL.

Signature of Participant above*

Date

Printed Name of Participant above

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MINOR RELEASE AND INDEMNIFICATION BY PARENT OR GUARDIAN (REQUIRED FOR ALL PARTICIPANTS UNDER 18 YEARS OF AGE)

I certify I am the parent or legal guardian of the minor participant named herein. I understand the nature of each Adventure and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical and emotional condition to participate in each Adventure. I have read in full and agree to this Waiver and Release of Liability with parental or guardian consent and agree to all terms on behalf of the minor, and for myself, my partner, heirs, relatives, executors, administrators and other legal representatives, I HEREBY RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS LASER OPS AND ALL OTHER RELEASEES FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, LOSSES, COSTS OR EXPENSES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND OTHER LITIGATION COSTS, WHICH ARE BROUGHT BY OR ON BEHALF OF MINOR OR ARE IN ANY WAY CONNECTED WITH SUCH PARTICIPATION BY MINOR, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

I further agree that I will supervise the minor at all times while he or she is participating in each Adventure, and that I will not allow the minor to participate therein while I am not actively supervising the minor.

Signature of Parent or Guardian above*

Date

Printed Name of Parent or Guardian above

* When registering at the premises or online from any computer, tablet or mobile device, an electronic signature may be used to sign this document and shall have the same force and effect as a written signature. PARTICIPATION WILL BE DENIED IF THIS DOCUMENT IS NOT SIGNED BY AN ADULT PARTICIPANT, PARENT OR GUARDIAN AT THE TIME AND PLACE OF THE ADVENTURE.

*****NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN*****

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASEES (AS DEFINED ABOVE) USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEES (AS DEFINED ABOVE) IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASEES (AS DEFINED ABOVE) HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.