

# RAGE CAGE NH, LLC.

## WAIVER OF LIABILITY

<b>NAME:</b>
<b>DATE OF BIRTH:</b>

In consideration of my being allowed to use the services, equipment, and facilities of Rage Cage NH LLC. ("Rage Room"), I hereby and acknowledge and agree to the following terms and conditions:

**ASSUMPTION OF RISK:** I hereby acknowledge, accept and agree that the use of or participation in a rage room, related activities, and the use of Rage Cage Nh's services, equipment, and facilities are inherently dangerous. Participation in a rage session and related activities may place unusual stresses on the body and is not recommended for persons suffering from asthma, epilepsy, cardio 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 Rage Cage Nh's services, equipment, and facilities and have had the opportunity to ask any questions that I had 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 Rage Cage Nh, which may include but are not limited to:

- a. 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 Rage Cage Nh's, including 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 Rage Room's services, equipment, and facilities;
- b. Injuries resulting from the actions or omissions of others, including but not limited to slips, trips and falls of other participants and flying debris;
- c. Cuts and abrasions resulting from skin contact with damaged items, debris, or any other surface, person, or equipment;
- d. Injuries resulting from shock, stress or another injury;
- e. The aggravation or worsening of any existing medical condition;
- f. Failure or misuse of safety gear, weapons, or any other items or equipment;
- g. Failure to follow Rage Cage Nh's employee instructions or failure to ask for information or assistance;
- h. 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 Rage Cage Nh.

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

**Release** In consideration of my use of Rage Cage Nh's services, equipment, and facilities, and/or participation in any program, competition, special event, group or party offered by or held at Rage Cage Nh, I hereby release and discharge Rage Cage Nh, 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 Rage Room'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 Rage Cage Nh (collectively, the "Claims").

INDEMNIFICATION: I hereby agree to indemnify Rage Room, 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 Rage Cage Nh'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 Rage Room.

I understand and agree that Rage Cage Nh 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 Rage Room'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 Rage Room's services, equipment, and facilities, I consent to Rage Cage Nh 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 Rage Room deems appropriate in its sole and absolute discretion. Rage Cage Nh may add my email address to their mailing list for Rage Room 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 Rage Room's services, equipment, and facilities, now or any time in the future, whether or not there are any Sensitivity: General/Internal allegations or charges of negligent acts or omissions on the part of any other parties, including Rage Room. I agree to pay for any and all reasonable attorneys' fees and expenses incurred by Rage Cage Nh as a result of any claims made by me or on my behalf in contravention of this agreement.

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. If I am under the age of 18, this release must also be signed and filled out below by my parent or guardian.

My participation in this activity is purely voluntary, and I elect to participate despite the risks described herein. 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 Rage Room'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, by any such condition.

I agree that the validity and enforceability of this release of liability and assumption of risk will be governed by the laws of the State of New Hampshire, without regard to its conflict of law rules, and venue for any proceedings regarding this agreement shall be in the state courts located in Hillsborough County, New Hampshire. 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 have had sufficient opportunity to read this entire document, as well as the opportunity to ask questions about this document if I have any. By signing this agreement, I acknowledge that if anyone is hurt or property is damaged while I am on the premises, I may be found by a court of law to have waived my right to maintain a lawsuit against Rage Cage Nh's, 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.

### **Safety Rules**

1. Safety always comes first! If you have any problems or questions along the way, stop and come get a staff member.
2. Participants must either be over the age of 18 or aged 16+ with a parent/guardian who will be staying on the premises during the session.
3. Participants must have a signed waiver on file before participating.
4. Closed toed shoes are required absolutely no sandals, flip flops, crocs, ladies' flats, heels etc.
5. All weapons/tools used will be provided by Rage Cage NH. You may bring in a limited amount of your own smashables but not your own weapons.
6. All outside items to be smashed will be reviewed by our staff first. Some items such as batteries, CRT TV's or halogen bulbs for example are not allowed. You are allowed to bring up to 10 additional glass items for free if they meet our safety regulations. 10 total, not per person!
7. If you or others in your party appear to be intoxicated or under the influence, you will not be allowed to participate.
8. Only two people should be smashing stuff at once. Everyone else should stand clear. When smashing stuff, the door must be closed, your hard hat must be on with protective goggles, and gloves must remain on.
9. Make sure you always know where everyone else is in the room before swinging a weapon.
10. Do not intentionally hit the walls and floor with the weapons.
11. When throwing and smashing stuff make sure to aim for the target area.
12. When walking around make sure to watch your step so you do not step on anything that will go into your shoe. If there is too much debris, ask us to clear it for you.
13. Keep your feet firmly planted when swinging the weapons, you don't want to slip!
14. Don't hold the weapons close to where the impact point is, hold them far down on the handle.
15. When you are done smashing stuff, shake off your clothing or jumpsuit to leave as much glass in the room as possible.
16. When you are done, please leave all weapons, hardhats, and gloves and head back to the reception area, all jumpsuits can be thrown in the laundry basket for sanitization.

*\*By signing this document, you understand and agree to follow the above rules. Failure to comply with these rules will result in your session ending early and leave the premises without a refund.*

**Signature X**\_\_\_\_\_ **Date**\_\_\_\_\_

***Parent or guardian if participant is under the age of 18:***

**Signature X**\_\_\_\_\_ **Date**\_\_\_\_\_