

# Flashpoint Lasertag Customer Agreement

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

### ("AGREEMENT")

In consideration of participating in the sport of "**LASER TAG**" I represent that I as the host and/or participant understand the nature of the Activity and that I and my guests are qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I or any of my guests believe event conditions are unsafe, we will immediately discontinue participating in the Activity.

I have read and agree to comply with the Flashpoint Lasertag safety rules, located at [http://media.wix.com/ugd/f166a1\\_ef531a15f8a643808711d8621ad58b1f.pdf](http://media.wix.com/ugd/f166a1_ef531a15f8a643808711d8621ad58b1f.pdf). I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions or inactions, the 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 or my guests may incur as a result of our participation in the Activity.

I acknowledge that as host/organizer of this event, it is the responsibility of the participants and host/organizer to use the equipment provided by Flashpoint Lasertag carefully. As the event host/organizer, I agree that any equipment provided by Flashpoint Lasertag that is lost or damaged by a participant will result in my being held responsible for repair and/or replacement of said equipment. I agree to compensate Flashpoint Lasertag fully and within one month of receipt of invoice for any fees associated with repair or replacement of said equipment damaged by participants during the event for which Flashpoint Lasertag was hired by myself.

I hereby release, discharge, and covenant not to sue **Flashpoint Lasertag**, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the "RELEASES" herein), from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releases" or otherwise, including negligent rescue operations; and I further agree that if, despite the release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releases, I will indemnify, save and hold harmless each of the Releases from any loss, liability, damage, or cost which any may incur as the result of such claim.

**I have read this release and waiver of liability, assumption of risk, and indemnity 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 invalid the balance, notwithstanding, shall continue in full force and effect.

Printed Name of Host/Participant: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone#: \_\_\_\_\_ Drivers License#: \_\_\_\_\_

E-mail: \_\_\_\_\_

**PARENTAL CONSENT (Required for participants under the age of 18)**

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releases from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the releases or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost any Release may incur as the result of any such claim. I also agree that any equipment provided by Flashpoint Lasertag that is lost or willfully damaged by my child will result in my being held responsible for repair and/or replacement of said equipment.

Printed Name of Minor: \_\_\_\_\_ Age of Minor: \_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_

Signature: \_\_\_\_\_

Emergency Phone #(s): \_\_\_\_\_