

Waiver of Liability and Assumption of Risk Agreement/Use of Premises

In consideration of my being allowed to use the services, equipment, and facilities of SmashIt2, LLC (“SmashIt2”), 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 smash room, related activities, and the use of SmashIt2’s services, equipment, and facilities are inherently dangerous. Participation in a smash 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 smash 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 smash room session.** I have received full information regarding SmashIt2’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 smash rooms and the services, equipment, and facilities used in smash rooms and related activities at SmashIt2, 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 SmashIt2’s, including without limitation, slipping or tripping on debris and hitting the floor, equipment, tools, people or debris, whether permanently or temporarily in place, failure to wear protective gear, flying debris or any other consequence whatsoever of utilizing SmashIt2’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. Smashit2 does remove ink and toner cartridges, batteries and other potentially hazardous material from items before making them available to customers, however, there is always a possibility that residual or missed items were not removed. Stop immediately and notify an attendant if these items are found during a smashroom experience
- g. Barrels are often smashed during a smashroom experience, these barrels over time become unstable and may tip over. Please note the risk of them falling over onto your foot and if you are placing items on the barrels there is a risk that they fall over when you hit them.
- h. We use bleach-based cleaning solutions with all personal protective equipment. If you are allergic, asthmatic or have breathing problems this may be an irritant or trigger for your health. Please advise our staff if you think this may be a risk for you.

- i. Failure or misuse of safety gear, tools, or any other items or equipment;
- j. Failure to follow SmashIt2's employee instructions or failure to ask for information or assistance;
- k. Failure to follow posted signs;
- l. 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 smash room, and the services, equipment and facilities used in smash rooms and related activities at SmashIt2.

I further acknowledge that the above list is not inclusive of all possible inherent risks associated with the use of SmashIt2'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 SmashIt2's services, equipment, and facilities, and/or participation in any program, competition, special event, group or party offered by or held at SmashIt2, I hereby release and discharge Smash It 2, 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 SmashIt2'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 SmashIt2 (collectively, the "Claims").

I, acknowledge and understand that video surveillance cameras and room video recordings (no audio) are used to monitor activities for the safety of all participants. Initial here _____

INDEMNIFICATION: I hereby agree to indemnify SmashIt2, 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 SmashIt2'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 SmashIt2.

I understand and agree that SmashIt2 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 SmashIt2'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 SmashIt2's services, equipment, and facilities, I consent to SmashIt2 **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 SmashIt2 deems appropriate in its sole and absolute discretion. SmashIt2 may add my email address to their mailing list for SmashIt2 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 SmashIt2's services, equipment, and facilities, now or any time in the future, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including SmashIt2. I agree to pay for any and all reasonable attorneys' fees and expenses incurred by SmashIt2 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 and at least 13, 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 in spite of 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 SmashIt2'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 Massachusetts, without regard to its conflict of law rules, and venue for any proceedings regarding this agreement shall be in the state courts located in Worcester County, Massachusetts. 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 SmashIt2'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.

Over Age 18

Participant's Signature: _____
Participant's Name (Print): _____ Date: _____

Under Age 18

PARENT'S ADDITIONAL ASSUMPTION OF RISK, RELEASE, AND INDEMNIFICATION TO BE READ AND SIGNED BY PARENT OR LEGALLY APPOINTED GUARDIAN OF MINOR

In consideration of the below minor, being permitted by SmashIt2 to participate in its activities and to use its services, equipment, and facilities, I, hereby agree to release SmashIt2 from any and all Claims resulting from the aforementioned minor's participation in or use of SmashIt2's services, equipment, and facilities and have described the risks and dangers of these activities to the minor, who chooses to participate in spite of the risks. I am familiar with and consent and agree to the terms and provisions set forth in this Assumption of Risk, Release and Indemnification, and I agree to all of its terms and conditions on behalf of myself and the aforementioned minor for whom I am signing.

Parent's Signature: _____
(Or Legal Court Appointed Guardian)

Print Parent's/Guardian's Name: _____

List Children 13 -17 below.

1. Name of child _____ age _____

2. Name of child _____ age _____

PHOTOGRAPHY AND TESTIMONIAL CONSENT WAIVER AND RELEASE

I, _____ grant to Smashit2 LLC, including its authorized employees, agents and representatives, and its affiliates (collectively, “Smashit2”), the perpetual and irrevocable right and permission to use and publicly display my name, likeness, voice, words (audible or written) and/or property (individually or collectively, my “Likeness”) alone or with those of others, by means of photographs, video, images, audio recording, and/or written statements taken or made of my Likeness in any format or media, and to adapt, modify, reproduce, distribute, publicly perform, display and/or copyright such photographs, video, images, audio recording, and/or written statements, in whole or in part, individually or in conjunction with other materials, in any media now known or later developed, and for use in any commercial or lawful business purpose related to Smashit2, including, without limitation, in advertising, promotional, public relations, educational and fundraising materials.

I agree that the photographs, video, images, audio recording, written statements and likeness become the property of Smashit2, and may not be returned to me. I understand that I will not have any rights of ownership to such photographs, video, images, audio recording, written statements and likeness. I also understand that Smashit2 shall own all rights to such photographs, video, images, audio recording, written statements and likeness, and I waive any right to inspect or approve their use by Smashit2.

I understand that my Likeness may not necessarily be used by virtue of this agreement. I waive the right to receive any payment for signing this waiver and release (“Release”). I also waive the right to receive any royalties or other compensation in connection with Smashit2’s use of my Likeness for any of the purposes authorized by this Release.

I hereby release, waive, and discharge Smashit2, its successors and assigns, from any and all demands or claims that I have or may have arising out of or in connection with the use of my Likeness, as described above, or such photographs, video, images, audio recording and/or written statements, including, but not limited to, any claims for invasion of privacy, defamation, infringement of the right of publicity, or any other causes of action arising out of the use, adaptation, reproduction, distribution, broadcast, or exhibition thereof. I further waive all moral rights to the extent possible.

I declare that: (1) I am of legal age and I have every right to contract in my own name, or my parent or legal guardian has signed below; (2) I have every right to grant Smashit2 LLC the use of my Likeness without violating other commitments.

I understand and agree that this Release is binding and constitutes an agreement between myself and Smashit2 LLC, and no waiver, modification or addition to this Release shall be valid unless in writing and signed by the parties. I have read this Release before signing below and I fully understand its contents, meaning, and impact.

Date: _____ Signature: _____ Name: _____