

Waiver and Release of Liability

For and in consideration of the allowance of my participation (and, if applicable, the participation of my minor child/children identified below) in the activities offered by SmashIt2 LLC (“SmashIt2”), inclusive of participation in any program, competition, special event, group or party offered by or held at SmashIt2, and the use of SmashIt2’s services, equipment and facilities (any and all of the foregoing collectively, the “SmashIt2 Services”), I, the undersigned, hereby and acknowledge and agree to the following terms and conditions:

I hereby acknowledge and agree that there are inherent risks associated with my participation in any SmartIt2 Services and I voluntarily assume such risks. I further acknowledge that participation in a smash session and related activities may place unusual stresses on the body and that such participation and activities may not be suitable for all people, including persons suffering from certain physical health conditions, including, but not limited to, asthma, epilepsy, cardiac disorders, respiratory disorders, diabetes, hypertension, hypotension, skeletal, joint or ligament problems or conditions, vision problems, neurological disorders or conditions, and certain mental and emotional health conditions, including, but not limited to, anxiety and post-traumatic stress disorder (PTSD). I represent and warrant that I am physically, mentally and emotionally able to participate in the SmashIt2 Services and that if I am under the care of a medical and/or mental health professional, I represent and warrant I have made members of my care team aware of my intended participation in the SmashIt2 Services and they have approved of the same.

I acknowledge that women who are pregnant or suspect they are or could be pregnant should consult with their physician prior to participating in any SmashIt2 Services, and if this statement applies to me and I choose to participate in SmashIt2 Services (regardless of whether or not I have consulted with my physician), I do so at my sole risk.

I acknowledge the nature and extent of the inherent risks associated with smash rooms and the SmashIt2 Services, which risks may include, but are not limited to, the following:

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, including without limitation, injury resulting from (i) slipping or tripping on debris; (ii) hitting the floor, equipment, tools, people, debris or fixtures, whether permanently or temporarily in place; (iii) failure to wear protective gear; (iv) flying debris; (v) generally moving about the premises; (vi) contact with other participants; or (vii) any other consequence whatsoever of utilizing SmashIt2 Services;

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 other injury;

e. The aggravation or worsening of any existing medical, psychological or emotional condition;

f. Injuries resulting from the failure or misuse of safety gear, tools, or any other items or equipment;

g. Injuries resulting from failure to follow smash session instructions provided by SmashIt2's employees or failure to ask for information or assistance;

h. Injuries resulting from failure to follow directions on posted signs;

j. Injuries resulting from exposure to bleach-based cleaning solutions. (**Note: All non disposable personal protective equipment is cleaned with bleach-based cleaning solutions. If you are allergic, asthmatic or have breathing problems, this may be an irritant or trigger for your health. Please advise our staff or reconsider your participation if you think this may be a risk for you.*)

k. Injuries resulting from exposure to hazardous materials inside or a part of items to be hit during a smash session (**Note: While SmashIt2 removes ink and toner cartridges, batteries, and other potentially hazardous materials from items before making them available to customers, there is always a possibility that any such items were missed. If you find any such items are found during a smash room experience, stop immediately and notify an attendant.*)

I acknowledge and agree that the above list is not inclusive of all risks, whether known or unknown, associated with my participation in the SmashIt2 Services.

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 _____

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. I acknowledge that I am prohibited from bringing alcohol or illegal substances on to the SmashIt2 premises. Should a staff member discover I am in possession of alcohol or illegal substances, or a staff member, acting in his/her sole discretion, reasonably infers from my behavior that I am under the influence of the same, I agree to leave the premises immediately when asked, without disruption or challenge, and agree to be held responsible for all charges associated with my scheduled SmashIt2 Services. I acknowledge that SmashIt2 shall not be responsible for arranging for my transit to or from SmashIt2's premises under any circumstances.

To the extent not limited by applicable law, I, on behalf of myself and successors, heirs, and assigns hereby indemnify, release, and hold harmless SmashIt2 and its members, managers, owners, employees, contractors, agents, representatives and assigns, from and against any and all liabilities, suits, claims, causes of action, demands, damages (including, but not limited to, damage to personal property), losses (including death, personal injury and illness, including, but not limited to, COVID-19), costs, expenses (including attorneys' and other fees), and any other cause of action relating to or arising out of my participation in any of the SmashIt2 Services, my presence at the SmashIt2 premises, and/or my own negligent and/or reckless behavior or conduct.

I ACKNOWLEDGE I AM VOLUNTARILY PARTICIPATING IN THE SMASHIT2 SERVICES ENTIRELY AT MY OWN RISK. FURTHER, I ASSUME ALL RELATED RISKS OF MY PARTICIPATION IN ANY OF THE SMASHIT2 SERVICES, WHETHER SUCH RISKS ARE KNOWN OR UNKNOWN TO ME.

I agree that the validity and enforceability of this Waiver and Release of Liability will be governed by the laws of the Commonwealth 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 Waiver and Release of Liability is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I ACKNOWLEDGE I HAVE READ THIS DOCUMENT IN ENTIRETY AND FULLY UNDERSTAND IT IS A WAIVER AND RELEASE OF LIABILITY. I REPRESENT I AM SIGNING THIS DOCUMENT FREELY AND VOLUNTARILY AND NOT UNDER FRAUD OR DURESS. I UNDERSTAND THAT THE AGREEMENTS AND OBLIGATIONS ACKNOWLEDGED BY ME HEREUNDER ARE CONTINUING AND SHALL APPLY TO ALL SMASHIT2 SERVICES RECEIVED BY ME AND/OR OR MY INTERACTIONS WITH OR AT SMASHIT2, WHETHER OCCURRING TODAY OR AT ANY POINT IN THE FUTURE.

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

I hereby represent and warrant I am the parent or legal guardian of the below-named minor(s) and that I have read and understands the terms of this Waiver and Release of Liability and consent to the application of the terms and provisions thereof to such minors with respect to their participation in the SmashIt2Services. I have described the risks and dangers of these activities to the minor(s) and I am choosing to allow them to participate in such activities in spite of the risks.

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

Print Parent's/Guardian's Name: _____ Date: _____

List Children aged 13 -17 below:

- 1. **Name of child** _____ **age** _____
- 2. **Name of child** _____ **age** _____
- 3. **Name of child** _____ **age** _____
- 4. **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 alone or with those of others, by means of photographs, video, images, audio recording, and/or written statements taken or made in any format or media (individually and collectively, the "Materials"), and to adapt, modify, reproduce, distribute, publicly perform, display and/or copyright any such Materials, 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 without any compensation due me.

I agree that the Materials are the sole and exclusive property of SmashIt2 and I will not have any rights of ownership therein. I waive any right to inspect or approve of any kind use of the Materials by Smashit2. I understand that the Materials may not necessarily be used by virtue of this agreement.

I hereby release, waive, and discharge SmashIt2 and 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 any of the Materials, including, but not limited to, any claims for invasion of privacy, defamation, infringement of the right of publicity, demand for royalties or other compensation, 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; and (2) I have every right to grant SmashIt2 the right to create and use the Materials 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: _____