

\_\_\_\_\_, \_\_\_\_\_  
Last Name,

First Name

Print

## **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND IDEMNITY AGREEMENT**

### **MUST READ BEFORE SIGNING**

In consideration of Drake's Creek Activity Center, Inc., providing equipment, services, and facilities to participate in any way in the sport and activities of laser tag, an outdoor/indoor live action role-play combat game, I, as Participant (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), covenant and agree as follows:

**I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, AND HERBY AGREE TO WAIVE, RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS DRAKE'S CREEK ACTIVITY CENTER, INC., AND ITS MANAGERS, MEMBERS, EMPLOYEES, AGENTS, ASSIGNS, GUESTS AND BUSINESS INVITEES (COLLECTIVELY THE "BUSINESS") FROM ANY LIABILITY FOR ACCIDENT OR INJURY TO THE UNDERSIGNED'S PERSON OR PROPERTY, WHILE SAID UNDERSIGNED IS IN OR ON THE BUSINESS' PROPERTY FOR ANY PURPOSE, INCLUDING WITHOUT LIMITATION, PARTICIPATING IN AND OR OBSERVING LASER TAG ACTIVITES, OR FOR ANY OTHER REASON.**

I fully understand that this activity involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event take place; 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 incur as a result of my participation of the activity.

I understand that the activities of Laser Tag are physically and mentally intense. I hereby certify that I do not suffer from any physical infirmities, chronic illness or physical disabilities which are affected by or prohibit me from engaging and participating in the sport of Laser Tag. I understand that I am responsible for consulting a physician before I play and/or observe Laser Tag.

I understand that the risks and dangers include, but are not limited to, those arising from participating with bigger, faster and stronger participants. I acknowledge that these risks may arise from the conditions and use of the venue and related premises, including slipping, colliding with, or falling on rocks, boulders, logs, trees, stumps, land, water or any other substance. I understand that these risks and dangers may be caused by my negligence or the negligence of others, including Drake's Creek Activity Center, Inc. I acknowledge and understand that included within the scope of this waiver and release is any claim or cause of action arising from the performance, or failure to perform, of any maintenance, inspection, supervision control of said premises and for the failure to warn of dangerous conditions existing at said premises, for the failure to maintain or inspect equipment supplied to me, for negligent selection or retention of certain Releasees, or negligent supervision or instruction of Drake's Creek Activity Center, Inc. I understanding and agree that all the risks and dangers described throughout this agreement, including those caused by my negligence and/or others, are included within the waiver and release contained herein. I (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), **KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN.**

I (and as parent(s) or guardian(s) of a Participant who is a minor, if applicable), **HEREBY RELEASE, DISCHARGE AND HOLD HARMLESS** Drake's Creek Activity Center, Inc., from and against any and all claims, liability an/or causes of actions I may have or that may be made on my behalf or by my spouse, children, heirs and legal representatives, for death, wrongful death, personal injury (whether physical, emotional and/or psychiatric or any combination thereof), loss of consortium, property damage and/or breach of contract or any other damage, occasioned by, arising out of or incidental to my participation in the activities of Laser Tag **WHETHER OR NOT RESULTING FROM OR CAUSED BY NEGLIGENCE**, of and/or the part of Drake's Creek Activity Center, Inc.

I shall defend, indemnify and save harmless Drake's Creek Activity Center, Inc., from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including Attorney's fees, brought as a result of my participation (or that of my minor Participant, if applicable) and to reimburse them for any such expenses incurred.

**I HAVE READ AND FULLY UNDERSTAND THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING BELOW, AND I DO SO FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I state that I am at least 18 years of age and in good health, or if not, my legal guardian has signed on my behalf, and intend to be bound by this agreement.**

X \_\_\_\_\_ Date Signed \_\_\_\_\_  
PARTICIPANT'S SIGNATURE

\_\_\_\_\_  
ADDRESS CITY, STATE, ZIP CODE PHONE #

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

X \_\_\_\_\_  
PARENT/GUARDIAN'S SIGNATURE EMERGENCY PHONE #

Date Signed \_\_\_\_\_

I do hereby give Drakes Creek Activity Center, Inc., its assigns, licensees, and legal representatives the irrevocable right to use my picture, portrait, or photograph in all forms and media and in all manners, including composite, for advertising, for publication or any other lawful purposes, and I waive any right to inspect or approve the finished product, including written copy, which may be created in connection therewith.

X \_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
**Print email address clearly** if you wish to be notified of special offers and events at DCAC, your email address will not be used in any other way by any other party.