

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

## **PLEASE READ CAREFULLY**

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS FOR YOURSELF AND OTHERS, INCLUDING THE RIGHT TO SUE, SEEK DAMAGES, CLAIM COMPENSATION OR OTHERWISE IN THE EVENT OF AN ACCIDENT, LOSS, OR CASUALTY**

Having read this Waiver and Release of Liability and Assumption of Risk Agreement (this "Agreement"), and in consideration of being permitted to enter and use certain "break room" or "rage room" facilities (the "Activity") operated and/or owned by Crash and Catharsis Rage Factory, LLC a Maryland limited partnership (the "Company"), I, for myself, my agents, representatives, heirs, personal representatives, next of kin, and assigns, do hereby agree to the following:

### **Assumption of Risk**

I acknowledge that participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks may include collisions with objects, structures, or other people, falls, strains, bruises, illness, property damage, serious physical injury and death. I have read this paragraph and I know, understand, and appreciate these and other risks are inherent in the Activity I am participating in. I hereby assert that that my participation is willing and voluntary and I knowingly assume all such risks. I accept personal responsibility for any liability, injury, loss or damage in any way connected with my actions or negligence, the actions or negligence of any other person or entity, including without limitation those of the Company.

### **Medical Condition**

I understand that the Activity may place unusual, extraordinary, or irregular stress on the body. The Activity is not recommended for persons suffering from asthma, epilepsy, cardio/respiratory disorders, hypertension, or 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 drugs, are not recommended to engage in the Activity. By this Agreement, I acknowledge and agree that I have been advised to consult with my medical practitioner if I have any concern about my medical condition or fitness to engage in the Activity.

### **Waiver of Liability**

I hereby release, waive, discharge, and covenant not to sue the Company, its parents, subsidiaries, or other affiliates, members, officers, agents or employees ("Releasees") from any and all claims for any liability, loss, damage, injury or illness, whether or not caused in whole or part by the negligence of the Releasees, in any way connected to my participation in the Activity. I intend for this waiver and release to also apply to my personal representatives, heirs, next of kin, and assigns who might pursue any legal action or claim for such liability, injury, illness, loss or damage.

**Indemnification and Hold Harmless**

I also agree to indemnify and hold harmless the Releasees from any and all claims, actions, suits, costs, expenses, damages and liabilities including attorneys' fees in any way connected to my participation in the Activity and to reimburse the Releasees for any such expense incurred.

**Severability**

I agree that the laws of the State of Maryland govern this Agreement. I further agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Maryland. If any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding**

I have read this Agreement, and fully understand its terms, and understand that I am giving up substantial rights, including my right to initiate litigation. I acknowledge that I am signing this Agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**FOR PARENTS/GUARDIANS OF MINORS UNDER 18**

I am the parent or legal guardian of the minor named above and acknowledge that I have read this Release in its entirety and that I, for myself and the minor listed above, knowingly and voluntarily sign this Waiver and Release of Liability and Assumption of Risk Agreement and accept and agree to its terms.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name