

TWISTED FRENZY RAGE ROOM

WAIVER AND RELEASE OF LIABILITY

**IN CONSIDERATION OF THE RISK** of injury that exists while participating in RAGE ROOM (hereinafter the "Activity"); and

**IN CONSIDERATION OF MY DESIRE TO PARTICIPATE** in said activity and being given the right to participate in same;

**I HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I," or "me," which terms shall also include Releasor's parents or guardian if the Releasor is under 18 years of age), knowingly and voluntarily enter into this **WAIVER AND RELEASE OF LIABILITY** and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

**I HEREBY RELEASE AND FOREVER DISCHARGE** TWISTED FRENZY RAGE ROOM located at 10144/ 10142 US Hwy. 19, Port Richey, FL, 34668, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively "Releasees") from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, AND FROM CONDITIONS AT THE ACTIVITY LOCATIONS NONETHELESS, I ASSUME ALL RELATED RISKS BOTH KNOWN AND UNKNOWN TO ME OF MY PARTICIPATION IN THIS ACTIVITY.**

**I FURTHER AGREE** to indemnify, defend and hold harmless the Releasees against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought to me or anyone on my behalf including attorney's fees and related costs.

**I FURTHER ACKNOWLEDGE** that the Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of the Releasees. In the event that I should require medical care or treatment, by authorized TWISTED FRENZY RAGE ROOM to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AED's, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any cost incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

**I FURTHER ACKNOWLEDGE** that this activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the activity unless I am medically able and properly trained and I agree to abide by the

decision of TWISTED FRENZY RAGE ROOM official or agent, regarding my approval to participate in the Activity.

**I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREED TO RELEASE AND DISCHARGE TWISTED FRENZY RAGE ROOM AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, THE AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSE OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING LEGAL ACTION AGAINST TWISTED FRENZY RAGE ROOM FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that the statute or case law does not prohibit releases from ordinary negligence, this release is also for such negligence on the part of TWISTED FRENZY RAGE ROOM, its agents, and employees.

I agree that this release shall be governed for all purposes by Florida law, without regard to any conflict of law principles. This release supersedes any and all previous oral or written promises or other agreements.

In the event that any damages to equipment or facilities occurs as a result of mine or my families or my agents’ willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with such actions of neglect or recklessness.

This waiver and release of liability shall remain in effect for the duration of my participation in the activity, during this initial and all subsequent events of participation.

This agreement was entered into at arm’s length, without duress coercion and is to be interpreted as an agreement between two parties of equal bargaining strength. Both participant,

\_\_\_\_\_, and TWISTED FRENZY RAGE ROOM agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language and accordance with the purposes for which it was entered into.

In the event that any provision contained within this release of liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be deemed to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable then said provision shall be deemed to be written construed and enforced as so limited.

In the event of an emergency please contact the following person(s) in the order presented:

**Emergency Contact**

**Contact Relationship**

**Contact Phone Number**

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**I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT THAT IT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THIS IS A RELEASE OF LIABILITY AND A CONTRACT THAT I AM SIGNING OF MY OWN FREE WILL.**

**PARTICIPANT'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PARENT/GUARDIAN WAIVER FOR MINORS**

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

**I HEREBY CERTIFY** that I am the parent or guardian of \_\_\_\_\_,  
named above and do hereby give my consent without reservation of the foregoing on behalf of this  
individual.

**Parent/ Guardian Name:** \_\_\_\_\_

**Relationship to Minor:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**ADULT PHOTO RELEASE SECTION**

I, \_\_\_\_\_, hereby grant and authorize Twisted Frenzy Rage Room the right to take, edit, alter, copy, exhibit, publish, distribute, and make use of any and all pictures or video taken of me by Twisted Frenzy Rage Room to be used in and/or for legally promotional materials, including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits, and submissions to journalists, websites, social networking sites, and other print and digital communications, without payment or any other consideration. This authorization extends to all languages, media, formats, and markets, now known or hereafter devised. This authorization shall continue indefinitely, unless, I otherwise revoke said authorization in writing. I understand and agree that these materials shall become the property of Twisted Frenzy Rage Room and will not be returned. I hereby hold harmless, and release Twisted Frenzy Rage Room from all liability, petitions, and causes of action which, my heirs, representatives, executors, administrators, or any other persons may make while acting on my behalf or on behalf of my estate.

I warrant that I am of the age of consent (18 years or older) and that I am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning and impact of this release.

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

**MINOR PHOTO RELEASE SECTION**

I, \_\_\_\_\_, hereby grant and authorize Twisted Frenzy Rage Room the right to take, edit, alter, copy, exhibit, publish, distribute, and make use of any and all pictures or video taken of me by Twisted Frenzy Rage Room to be used in and/or for legally promotional materials, including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits, and submissions to journalists, websites, social networking sites, and other print and digital communications, without payment or any other consideration. This authorization extends to all languages, media, formats, and markets, now known or hereafter devised. This authorization shall continue indefinitely unless I otherwise revoke said authorization in writing. I understand and agree that these materials shall become the property of Twisted Frenzy Rage Room and will not be returned. I hereby hold harmless, and release Twisted Frenzy Rage Room from all liability, petitions, and causes of action which, my heirs, representatives, executors, administrators, or any other persons may make while acting on my behalf or on behalf of my estate.

If the person signing is under the age of consent, then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of the named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Relationship to Minor: \_\_\_\_\_