

# Spec-Ops Laser Tag LLC

P.O. Box 130

Grenloch, NJ 08032

## WAIVER AGREEMENT

In consideration of the services of Spec-Ops Laser Tag LLC, its agents, owners, officers, representatives, employees, volunteers, participants, I hereby agree to release and discharge Spec-Ops Laser Tag LLC on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

1. **Inherent Risks:** I acknowledge that any outdoor activity entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I also understand and acknowledge that failing to properly use equipment increases risk of injury while participating in these activities.
2. **Express Assumption of Risk:** As lawful consideration for being allowed to participate in activities offered by Spec-Ops Laser Tag LLC, I expressly agree and promise on behalf of myself and any of the minors for which I am responsible, to accept and assume all the risks existing in this activity. My/our participation in this activity is purely voluntary, and I/we elect to participate in spite of the risks.
3. **Indemnity:** Should Spec-Ops Laser Tag LLC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree on behalf of myself and any of the minors for which I am responsible to indemnify and hold them harmless (in other words, I agree to pay for...) for all such defense fees and costs.
4. **Personal Condition & Insurance:** I certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities, or else I/we are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation or search and

rescue costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs ourselves.

5. **Photographic Assignment:** I grant to Spec-Ops Laser Tag LLC, its representatives and employees, on behalf of myself and any of the minors for which I am responsible the right to take photographs or film (of whatsoever nature) records of any or all of its activities and on behalf of myself and any of the minors for which I am responsible I/we hereby agree that Spec-Ops Laser Tag LLC may use such records for promotional and/or commercial purposes without any remuneration to me. I/we hereby assign all right, title and interest I/we may have in or to any and all media in which my name, image or likeness might be used by Spec-Ops Laser Tag LLC. I/we agree that Spec-Ops Laser Tag LLC may use such photographs and video for any lawful purpose, including for example such purposes as publicity, illustration, advertising and web content.
6. **Legal Responsibility for Minor & Age Certification:** I certify that I am over the age of 18 years and that I am the parent or guardian with legal responsibility for any minors listed on this document. I certify that the minors for which I am responsible have correctly provided their age and all of those minors are over 8 years old in age.
7. **The RENTER** shall pay the OWNER full compensation for replacement and/or repair of any equipment which is not returned because it is lost or stolen or any equipment which is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted. The OWNER's invoice for replacement or repair is conclusive as to the amount RENTER shall pay under this paragraph for repair or replacement.
8. **The RENTER** shall not remove the equipment from the address of the RENTER or the location shown herein as the place of use of the equipment without prior written approval of the OWNER. The RENTER shall inform the OWNER upon demand of the exact location of the equipment while it is in the RENTERS's possession.

**I/WE HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I/WE HAVE READ AND UNDERSTOOD IT, AND I/WE AGREE TO BE BOUND BY ITS TERMS.**