

## Smash Mamas Participation Waiver

I agree and understand that in order to participate in the Smash Mamas activities, I must agree to be bound by the terms of this Liability Release, Waiver and Assumption of Risk ("Agreement").

By signing below I hereby agree on my behalf that:

### Waiver and Release of Claims

In consideration for my participation in Smash Mamas LLC's Recreational Activities ("Activities"), I hereby waive release and forever discharge any and all claims against Smash Mamas LLC for themselves, parent, subsidiaries, affiliates and related companies and each of their respective present and former directors, officers, shareholders, employees, volunteers, servants, agents, administrators, trustees, successors and assigns and any party or parties who claim a right or interest through them (hereinafter, the "Releasees") and Landowners of premises on which Activities take place, their directors, officers, agents, employees, and affiliates ("Landowners"), for any and all claims now or those directly or indirectly arising in the future that I may have against the Releasees from any and all liability, for any personal injury, death, emotional distress and/or property damage, expense, claims, attorney fees and/or loss sustained by me as a result of my participation in the activity due to any cause whatsoever, including but not limited to and without limitation, negligence, gross negligence, willful misconduct, including the failure to take reasonable steps to safeguard or protect myself from the risk, dangers, and/or hazards of participating in the Activity, and/or breach of statutory or other duty. I agree not to sue any of the Releasees or Landowners based on these waived and released claims.

### Awareness and Assumption of Risk

I understand that inherent risks may arise from the activities themselves, my own actions or inactions, or the actions or inactions of Smash Mamas LLC, its directors, officers, employees agents, and others present at the recreational site. I assume full responsibility for any and all risks of bodily injury, death, emotional distress or property damage and or loss caused by or arising directly or indirectly from my presence on Smash Mamas LLC's premises or participation in activities, regardless of the cause.

### Medical Care Consent and Waiver

I authorize Releasees to provide to me first aid and, through medical personnel of its choice, medical assistance, transportation and emergency medical services. This consent does not impose a duty upon Releasees to provide such assistance, transportation, or services. In addition, I waive and release any claims against the Released Parties arising out of any first aid, treatment or medical service, including the lack or timing of such, made in connection with my participation. I understand that I will be fully responsible for all costs and expenses that may be incurred in providing any special services to myself in connection with the Activity, and agree to be responsible for, and to pay for any and all costs relating to special travel, medical attention, or other special services necessary, and to reimburse the Releasees for all costs of these services as may be incurred for my benefit or at my request.

### Indemnification

I will defend, indemnify and hold the Released Parties harmless from and against any and all liability, loss, damages, claims and attorney's fees that may be suffered by any Released Party resulting directly or indirectly from my activities or presence at the Recreational site, except and only to the extent the liability is caused by the gross negligence or willful misconduct of the relevant Released

Party. This Liability Release, Waiver, and Assumption of Risk may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defense and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis I will not raise any objections in any subsequent action that the other parties in the subsequent action were not privy to formation of this Release.

#### Publicity

I consent to the use by Smash Mamas LLC of my image, voice, name, recordings an/or any other media in any format, including video, print, or electronic (collectively, the "Materials"), as Releasees may deem appropriate to promote its programs including without limitation, publications, advertisements, brochures, online marketing and all other displays. I hereby grant Releasees nonrevocable permission to capture, display, publish, distribute, modify, print and/or use my image and likeness and make the Materials available at its discretion to third parties, on their website, publications, or through any other media, including social networking websites. I grant to Releasees all copyrights in the Materials and waive any and all legal claims, including without limitation, those relating to copyright, or rights of publicity or privacy. I waive any right to inspect or approve the finished product or to receive any payment for Materials.

#### Policies and Safety Rules

For my safety and that of others, I will comply with Smash Mamas LLC policies, safety rules and other directions for all Recreational Activities. I will supervise any child or other persons for whom I am responsible. If I become aware of any hazardous condition or danger in the recreational site, I will immediately alert management.

#### Representations

I hereby confirm that by executing this agreement, I am representing that I am 18 years of age or older or if representing a minor over the age of 13, I am a parent or guardian 18 or older, and that I have read, and understand this agreement. I acknowledge that I am not pregnant, under the influence of any substances, including alcohol, illicit drugs, or prescription drugs, which may affect or impair my motor skills, judgment, or general ability to think clearly. I attest that I am in good mental and physical health and if I have any medical conditions, I have obtained prior medical authorization to participate in this Activity.

#### Choice of Laws

The construction, performance and validity of this Agreement will be governed by the Laws of the state of Arkansas and any dispute arising from Agreement must first be attempted to be resolved within a period of 30 days. If an agreement is not reached either party shall give the other 60 days' notice to resolve the dispute or difference through Mediation. If myself and Releasees fail to agree to terms of settlement of their dispute or difference within 60 days of the receipt of such notice then the matter shall be referred to Arbitration. The Releasees shall determine on the appointment of a single arbitrator within 30 days after the date of such notice.

#### Entire Agreement

I acknowledge that this Release of Liability, Waiver, and Assumption of Risk constitutes the entire agreement between myself and the Releasees concerning the subject matter, and supersedes any previous accord, understanding or agreement, express or implied. I understand that the terms of this agreement are contractual, and a breach of any of these terms may be enforced against me, and may give rise to a damage claim brought in a further legal proceeding. I acknowledge that the Releasees have not made any oral, written or visual representations or statements to me that are not otherwise reflected in this agreement.

Rules & Regulations

I acknowledge that I am financially responsible for any damage to the structure, walls, doors, fixtures, room equipment or any other part of the facility. In addition, if I participate in any Bring Your Own Breakables Packages, I certify that these are my own personal belongings and are not stolen or borrowed from anyone or place. I am aware that any items I bring to the Smash Rooms may be damaged or destroyed. If I choose to use my cell phone while in a smash room I understand that I alone am solely responsible for any damage that may occur and I agree that the Releasees can not be held liable. I have read and understand all rules and regulations posted in the facility and will follow any additional rules or instructions given by staff members.

Severability

If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on myself and Releasees.

I HAVE CAREFULLY READ AND UNDERSTAND THIS DOCUMENT AND BY SIGNING THIS WAIVER I AM KNOWINGLY WAIVING CERTAIN LEGAL RIGHTS

I certify that the following are true

I will not be under the influence of alcohol or medication/drugs that may impair my judgment or ability to perform.

I am NOT suicidal or suffer from emotional problems that may cause harm to myself or others.

I am in good health and in proper physical and mental condition to participate.

I have read, and understand all the rage room Rules and Regulations and agree to abide by all the rules set forth.

Today's Date: \_\_\_\_\_

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