

Off The Wall Gamezone Customer Release of Liability and Assumption of Risk

***** THIS IS A CONTRACT – READ BEFORE SIGNING *****

ALL EVENT PARTICIPANTS MUST COMPLETE THE FOLLOWING WAIVER AND RELEASE OF LIABILITY BEFORE PARTICIPATING IN ANY ACTIVITY, EVENT, OR ATTRACTION (COLLECTIVELY REFERRED TO HEREIN AS, THE “EVENT”). PARTICIPATION IS CONTINGENT UPON AGREEMENT TO AND EXECUTION OF THIS FORM.

1. I UNDERSTAND THAT IF I PARTICIPATE IN THE EVENT, I DO SO AT MY OWN RISK. THIS INCLUDES, WITHOUT LIMITATION, THE RISK OF BODILY INJURY OR DEATH ARISING OUT OF THE ACTS AND/OR OMISSIONS OF OTW WH LLC d/b/a OFF THE WALL GAMEZONE (HEREIN REFERRED TO AS OTW) IT’S OWNERS, MEMBERS, OFFICERS, DIRECTORS, MANAGEMENT, EMPLOYEES, REPRESENTATIVES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, AND LESSEES, AS WELL AS OTHER PARTICIPANTS (COLLECTIVELY REFERRED TO HEREIN AS “RELEASEES”).

2. I DO HEREBY ASSUME THE RISK OF ANY AND ALL DAMAGES, INJURIES (INCLUDING DEATH), OR LOSSES THAT I MAY SUSTAIN OR INCUR WHILE ATTENDING, OBSERVING, WITNESSING, PRACTICING, INSTRUCTING, PERFORMING, OR PARTICIPATING IN THE EVENT.

3. I HEREBY WAIVE ANY AND ALL CLAIMS AND RELEASE, COVENANT NOT TO SUE, AND HOLD RELEASEES HARMLESS FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (KNOWN OR UNKNOWN) OF ANY NATURE WHATSOEVER, INCLUDING THOSE ARISING OUT OF RELEASEES’ ACTS AND/OR OMISSIONS, REGARDLESS OF WHETHER OR NOT SUCH INJURIES, DEATH, OR DAMAGES ARISE DIRECTLY OUT OF MY PARTICIPATION IN THE EVENT.

4. I ACKNOWLEDGE AND AGREE THAT OTW IS PROVIDING A SERVICE TO ME AND OTHERS, AND THAT THE USE OF ANY PRODUCTS OR EQUIPMENT PROVIDED DURING THE EVENT IS INCIDENTAL TO THE SERVICES BEING PROVIDED.

5. I AM FULLY AWARE AND UNDERSTAND THAT OTW MAY NOT HAVE ON OR ABOUT THE PREMISES ANY MEDICAL SERVICES, SUPPLIES OR EQUIPMENT. I FURTHER RELEASE AND WAIVE ANY CLAIMS OR CAUSES OF ACTION AGAINST RELEASEES ARISING OUT OF THE NEGLIGENT PROVISION OR FALIURE TO PROVIDE ANY MEDICAL OR FIRST AID SERVICES.

6. I agree as an adult participant, or the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate at OTW, grant OTW, and all RELEASED PARTIES, the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with OTW to use the photograph and/or recording for all purposes, including adver-tising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the Photograph and/or Recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind. All Photographs and/or Recordings are exclusive to OTW.

initial: _____

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7. I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I AM AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, I AM GIVING UP MY RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST RELEASEES FOR RELEASEES' ACTS AND/OR OMISSIONS, OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES. I UNDERSTAND AND AGREE THAT THIS RELEASE AND EXPRESS ASSUMPTION OF RISK IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED UNDER THE LAWS OF THE STATE OF CALIFORNIA AND IF ANY PROVISION, TERM, OR PORTION OF ANY PROVISION OR TERM IS HELD INVALID, ILLEGAL, OR UNENFORCEABLE, THIS WAIVER AND RELEASE SHALL AUTOMATICALLY BE CONFORMED TO SUCH HOLDING, AND THE VALIDITY, LEGALITY, AND ENFORCEABILITY OF THE REMAINING TERMS, PROVISIONS, OR PORTIONS OF PROVISIONS AND TERMS SHALL NOT BE IMPAIRED, BUT SHALL CONTINUE IN FULL FORCE AND EFFECT.

8. I REPRESENT AND WARRANT THAT I HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF ANY MINOR, FOR WHOM I HAVE COMPLETED THIS WAIVER AND RELEASE.

Today's Date: _____

Signature (Participant or Parent/Legal Guardian if under age of 18) _____

Print Name of Participant _____ Birth Date _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone _____

IF THE PARTICIPANT IS A MINOR:

Print Name of Parent or Legal Guardian of Minor _____

Address _____ City _____ State _____ Zip _____