

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
WITH PARENTAL CONSENT (“AGREEMENT”)**

READ BEFORE YOU SIGN THIS AGREEMENT

IN CONSIDERATION of being permitted to participate in any recreational laser tag, or any other program or activity (collectively, the “Activity”) offered by Gamma Force LLC, a Washington limited liability company (“Company” and/or “Releasee”) at any time during the current calendar year I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. I FULLY UNDERSTAND that: (a) THIS ACTIVITY INVOLVES RISKS AND DANGERS OF BODILY INJURY, WHICH MAY INCLUDE PERMANENT DISABILITY, PARALYSIS, AND DEATH (“Risks”); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE, BUT NOT THE GROSS NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL ACTS, OF THE “RELEASEES” NAMED BELOW; (c) there may be OTHER RISKS or SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation, or that of the minor, in the Activity.

3. HEREBY IRREVOCABLY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Company, its parent companies, subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, administrators, directors, officers, members, volunteers, customers, officials, rescue personnel, sponsors, advertisers, and/or owners as well as the lessees of premises on which the Activity is conducted, (each of the forgoing shall be considered one of the “Releasees” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE, BUT NOT THE GROSS NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL ACTS, OF THE RELEASEES OR OTHERWISE; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, HOLD HARMLESS, and DEFEND EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

4. Limitation of Liability.

GAMMA FORCE SHALL NOT BE LIABLE (IN CONTRACT, TORT, PREMISE LIABILITY, NEGLIGENCE OR OTHER THEORY OF LIABILITY) TO CUSTOMER OR ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF GAMMA FORCE’S SERVICES OR EQUIPMENT. THIS PROVISION SHALL SURVIVE THIS AGREEMENT. IF EITHER PARTY BECOMES ENTITLED TO CLAIM DAMAGES FROM THE OTHER PARTY (INCLUDING WITHOUT LIMITATION, FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT CLAIM), THE PARTY AGAINST WHOM DAMAGES ARE CLAIMED, INCLUDING FOR PERSONAL INJURIES, WILL BE LIABLE ONLY FOR DIRECT DAMAGES NOT TO EXCEED (ON A PER CLAIM BASIS) THE GREATER OF (1) THE AMOUNT OF THE SERVICE FEES PAID UNDER THIS AGREEMENT, OR (2) THE AGGREGATE SUM OF GAMMA FORCE’S LIABILITY INSURANCE OR ANY SUCH POLICIES PAID BY ANY SUCH INSURER(S) IN CONNECTION WITH SUCH CLAIM ARISING FROM OR IN CONNECTION TO THIS AGREEMENT.

5. Disclaimer.

EXCEPT FOR ANY EXPRESS REPRESENTATIONS AND WARRANTIES STATED HEREIN, THE SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, AND GAMMA FORCE MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY AND ACCURACY. GAMMA FORCE MAKES NO REPRESENTATIONS OR WARRANTIES WITH

REGARDS TO THE CONDITION OR SUITABILITY OF THE PROPERTY WHERE SERVICES ARE TO BE PROVIDED. GAMMA FORCE IS NOT RESPONSIBLE FOR ANY INJURY WHETHER SUSTAINED BY CUSTOMER OR ANY THIRD-PARTY USING THE SERVICES. GAMMA FORCE HAS NO DUTY OR OBLIGATION TO PROVIDE WARNING, FIX, OR ALTER ANY CONDITION, DANGER, OR RISK, WHETHER IT IS HIDDEN OR OBVIOUS, THAT IS PRESENT ON CUSTOMER'S PROPERTY OR LOCATION WHERE SERVICES ARE TO BE PROVIDED.

6. Indemnification.

Customer shall indemnify Gamma Force, their employees, officers, directors, stockholders, and affiliates and hold them harmless from all costs, expenses (including attorneys' fees), losses, liabilities, damages, personal injuries and settlements that the Customer may incur as a result of any claim or suit brought by any third party related to the use or participation in Gamma Force's services. The indemnification obligation contained in this Section shall survive the expiration or termination of this Agreement.

7. PHOTOGRAPHS. Permission to Use Images I give permission to Gamma Force LLC to use images (photographic or video) of me or my child _____, (Name of your child) that are taken at this conference. These images may be used for promotional brochures, professional, educational, community awareness purposes, and commercial purposes.

I ACKNOWLEDGE THAT I AM AGE 18 OR OLDER, HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. By signing this Agreement you represent and warrant that you have read this Agreement and understand this Agreement in its entirety and further agree that the Releasees are entitled to rely on the your aforementioned representation and warranty.

PRINTED NAME OF PARTICIPANT: _____

PARTICIPANT'S SIGNATURE: _____

ADDRESS: _____

PHONE: _____ DATE: _____

MINOR RELEASE: (must be completed by Parent/Guardian for any participant under the age of 18)

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE ACTIVITY AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, SAVE, HOLD HARMLESS, AND DEFEND EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART

BY THE NEGLIGENCE, BUT NOT THE GROSS NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL ACTS, OF THE RELEASEES OR OTHERWISE, INCLUDING OPERATIONS; I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES INCURRED BY THE MINOR, MYSELF, OR ANYONE ON BEHALF OF THE MINOR as a result of THE MINOR'S PARTICIPATION IN THE ACTIVITY; AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, HOLD HARMLESS, AND

DEFEND EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR ANY COST THAT MAY OCCUR AS A RESULT OF ANY SUCH CLAIM.

DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. By signing this Agreement you represent and warrant that you have read this Agreement and understand this Agreement in its entirety and further agree that the Releasees are entitled to rely on the your aforementioned representation and warranty.

PRINTED NAME OF PARENT/GUARDIAN:

PARENT/GUARDIAN SIGNATURE (if participant is under the age of 18):

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: _____ DATE: _____