

**Rolling Video Games ELP - Recreational Activity Release of Liability,
Waiver of Claims, Express Assumption of Risk and Indemnity Agreement**
**Express assumption of Risk associated with Recreational Activities. Minimum age required is
8 years old**

(Please read and insure you understand the implications of signing.)

I, _____ (first, last, & middle initial) do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as Outdoor Laser Tag, including the rental of equipment and transportation associated therewith of which I am about to engage in. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat. Hypothermia, impact of the body upon the water, injection of water into my body orifices, encountering objects either natural or man-made, exposure to animals with the attendant risk of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain. rapids, weather, trails or route location.
5. Attack by or encounter with insects, reptiles, and/or other animals.
6. Accidents or illness occurring in remote places where there are no medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. A set of rules and directions have been provided to me (attached Page 2) and, I agree to follow and utilize at an times during operation and use of the park and its equipment and facilities.

1. I, HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss of damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releases.
Jesus V Tavaréz Jr and Sylvia C Tavaréz and RVGELP, LLC (Rolling Video Games ELP)
2. To release the releasees, their officers, directors. employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death. or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable. the remaining terms shall be enforceable.

AS legal GUARDIAN OF PARTICPANT/OR ACTUAL PARTICPANT HAVE READ THIS REI-AE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, and UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

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| x _____ Signature of adult parent and/or legal Guardian if Participant is a Minor, and by their signature on my behalf release all claims that both they and I have. | Name of Participant/Minor(please print) _____ Name of legal Guardian (please print) _____ |
| Street Address _____ | City _____ |
| State/Zip _____ | E-mail _____ |