



## RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (AND CONSENT & RELEASE TO USE OF NAME, VOICE & LIKENESS)

### RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in iCombat advanced tactical laser tag, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence, iCombat, LLC and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that iCombat advanced laser tag involves known and unanticipated risks which could result in physical injury, emotional injury, paralysis, permanent disability, death, and/or property damage. Risks include, but are not limited to exposure to infrared light, broken bones, bruises and other bodily injuries caused by falls or contact with other participants; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the State of Wisconsin, Waukesha County, and I further agree that the substantive law of the State of Wisconsin shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

8. I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

#### CONSENT & RELEASE TO USE OF NAME, VOICE & LIKENESS

1. The name, photographs and videotape with audio which are the subject of this consent and release are referred to as the "Images" and depict me participating at an iCombat facility. In partial consideration for my use of the iCombat, LLC facility, I release and give up any and all claims and rights which I may have against iCombat, LLC and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (herein collectively referred to as "Releasees") resulting from Releasees' use, reuse, publication, and republication of the Images or reproductions thereof in color or otherwise, made through any medium and reproduced, published or distributed in whole, or in part, or composite, or distorted in character, in any and all media, now or hereafter, for illustration, promotion, advertising, trade or any other purpose whatsoever. This release includes, without limitation, any claims for damages.

2. I hereby grant to Releasees the right to copyright the Images in iCombat, LLC's name. I waive any right that I may have to inspect or approve the finished product or products and the advertising copy or other printed matter that may be used in connection with the Images, or the use to which iCombat, LLC may apply them.

3. I agree to waive any right to or accept whatever tangible or intangible benefit may result from Releasees' use of the Images. I agree that Releasees are under no obligation to use the Images for any purpose whatsoever, and that I will not seek anything further including any payment.

4. I am bound by this consent and release. Anyone who succeeds to my rights and responsibilities, such as my assigns, my heirs or the executor of my estate, is also bound.

I acknowledge that I understand this two (2) page document and agree to the terms of both the Release, Indemnification and Hold Harmless Agreement and the Consent & Release to Use of Name, Voice & Likeness.

**Please note: Players will be prompted to sign this waiver electronically upon registration of their online account. This electronic signature must be submitted prior to playing in the session.**