

NDVENIA TRANSFORMER

Event Date: ____

Silver Adventures LLC Waiver and Release

In consideration of the risk of injury while participating in laser tag or other sport, game or activity conducted by Silver Adventures LLC (herein after the "Activity") and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter in to this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Silver Adventures LLC, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims, damages and liability for any property damage, physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, whether caused by Silver Adventures LLC negligent act or omission.

<u>I am voluntarily participating in the aforementioned Activity entirely at my own risk.</u> I am aware of the risks associated with participating in this Activity, which may include, but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location. I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, and actions or inactions of others, including but not limited to participants, volunteers and employees of Silver Adventures LLC.

<u>I agree to indemnify and hold harmless Silver Adventures LLC</u> against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

In the event that any damage to equipment, property or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

I, the undersigned participant, parent or guardian, affirm that <u>I am of the age of 18 years or older</u>, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it on my own free will. I acknowledge that I have carefully read this "Waiver and Release" and fully understand that it is a release of liability.

I understand that Silver Adventures LLC reserves the right to use <u>video, audio or photos</u> of the Participant for future marketing purposes without compensation to the Participant.

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Participant Name	Participant D.O.B	Signature of Participant or Parent/Guardian (If less than age 18)
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