

# Smash PDX Rage Rooms Terms and Conditions Waiver

9510 NE Sandy Boulevard Portland, Oregon 97220

**READ CAREFULLY BEFORE SIGNING:** In consideration of my being allowed to use the services, equipment, and facilities of Smash PDX Rage Room LLC/, I hereby and acknowledge and agree to the following terms and conditions:

ASSUMPTION OF RISK: I hereby acknowledge, accept and agree that the use of or participation in a rage room, related activities, and the use of Smash PDX Rage Room's services, equipment, and facilities are inherently dangerous. Participation in a rage session and related activities may place unusual stresses on the body and is not recommended for persons suffering from asthma, epilepsy, cardio disorders, respiratory disorders, hypertension, skeletal, joint or ligament problems or conditions, and certain mental illnesses. Women who are pregnant or suspect they are pregnant and persons who have consumed alcohol or are otherwise intoxicated are not recommended to engage in rage room sessions. I have been advised to consult with my medical practitioner if I have any concern about my medical condition or fitness to engage in a rage room session. I have received full information regarding Smash PDX Rage Room's services, equipment, and facilities and have had the opportunity to ask any questions that I had regarding the same. I have full knowledge of the nature and extent of all the inherent risks associated with rage rooms and the services, equipment, and facilities used in rage rooms and related activities at Smash PDX Rage Room, which may include but are not limited to:

- a. Any and all manner of injury, including without limitation the possibility of serious injury or death, resulting from any of the services, equipment, and facilities at Smash PDX Rage Room's, including without limitation, slipping or tripping on debris and hitting the floor, equipment, weapons, people or debris, whether permanently or temporarily in place, failure to wear protective gear, flying debris or any other consequence whatsoever of utilizing Smash PDX Rage Room's services, equipment, and facilities;
  
- b. Injuries resulting from the actions or omissions of others, including but not limited to slips, trips and falls of other participants and flying debris;

c. Cuts and abrasions resulting from skin contact with damaged items, debris, or any other surface, person, or equipment;

d. Injuries resulting from shock, stress or another injury; e. The aggravation or worsening of any existing medical condition;

f. Failure or misuse of safety gear, weapons, or any other items or equipment;

g. Failure to follow Smash PDX Rage Room's employee instructions or failure to ask for information or assistance;

h. Any injury that may occur while moving on or about the premises for any reason, including but not limited to slips, trips and falls, and any and all inherent risks of the use of or participation in a rage room, and the services, equipment and facilities used in rage rooms and related activities at Smash PDX Rage Room.

I further acknowledge that the above list is not inclusive of all possible inherent risks associated with the use of Smash PDX Rage Room's services, equipment, and facilities, and I agree that such list in no way limits the extent or reach of this Assumption of Risk, Release, and Indemnification.

This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence (except gross negligence) by the RELEASEES, and is intended to be as broad and inclusive as is permitted by the laws of the state of Oregon in which the activities are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Release In consideration of my use of Smash PDX Rage Room's services, equipment, and facilities, and/or participation in any program, competition, special event, group or party offered by or held at Smash PDX Rage Room, I hereby release and discharge the building owner/landlord, Smash PDX Rage Room as well as its members, managers, officers, directors, owners, employees, agents and contractors, from any and all liabilities, suits, claims, causes of action, demands, damages (including attorneys' fees and expenses), losses or costs of any nature whatsoever incurred by me or that are in any way related to or arising out of the use or intended use of Smash PDX Rage Room's services, equipment, and facilities,

whether supervised or not, including, without limitation, all claims for property damage, personal injuries or wrongful, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including Rage Room (collectively, the “Claims”).

INDEMNIFICATION: I hereby agree to indemnify the landlord/building owner, Smash PDX Rage Room, as well as its members, managers, officers, directors, owners, employees, agents and contractors, from any and all liabilities, suits, claims, causes of action, demands, damages, losses or costs of any nature whatsoever arising out of, or in any way relating to, my use of or movement in or throughout Smash PDX Rage Room’s services, equipment, and facilities, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including Smash PDX Rage Room.

I understand and agree that Smash PDX Rage Room, the landlord, and its personnel or staff reserves the right to deny access to its facilities to any individual, permanently or for a specified period of time, for any breach of Smash PDX Rage Room’s policies, rules and regulations, for any conduct that is viewed as unsafe or inappropriate, or for any other reason whatsoever, whether disclosed or not. While using Rage Room’s services, equipment, and facilities, I consent to Smash PDX Rage Room capturing any form of media containing my image, be it photo or video, and agree that any such media may be used for any and all purposes that Smash PDX Rage Room deems appropriate in its sole and absolute discretion. Rage Room may add my email address to their mailing list for Smash PDX Rage Room updates and promotions.

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death or incapacity. By signing this agreement, I waive the right to bring a court action to recover damages or obtain any other remedy for any injury to myself or death, or any damages to my property, however caused, arising out of my use of or movement in or throughout Smash PDX Rage Room’s services, equipment, and facilities, now or any time in the future, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including Smash PDX Rage Room. I agree to pay for any and all reasonable attorneys’ fees and expenses incurred by Rage Room as a result of any claims made by me or on my behalf in contravention of this agreement.

I am at least 18 years of age and legally competent to sign this agreement. This Assumption of Risk, Release and Indemnification shall be effective and binding

upon me and upon my assigns, heirs, representatives, executors and administrators. If I am under the age of 18, this release must also be signed and filled out below by my parent or guardian.

My participation in this activity is purely voluntary, and I elect to participate in spite of the risks described herein. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or I will otherwise agree to bear the costs of such injury or damage. I further certify that I have no medical or physical conditions which interfere with my ability to participate safely in the use of Smash PDX Rage Room's services, equipment, and facilities, 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.

I agree that the validity and enforceability of this release of liability and assumption of risk will be governed by the laws of the State of Oregon, without regard to its conflict of law rules, and venue for any proceedings regarding this agreement shall be in the state courts located in Multnomah County, Oregon. 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.

I have had sufficient opportunity to read this entire document, as well as the opportunity to ask questions about this document if I have any. By signing this agreement, I acknowledge that if anyone is hurt or property is damaged while I am on the premises, I may be found by a court of law to have waived my right to maintain a lawsuit against Smash PDX Rage Room's, as well as its members, managers, officers, directors, owners, employees, agents and contractors, on the basis of any claim from which I have released them herein.

Participants/Adults First & Last Name :	
DOB:	
Phone Number:	Email:
Emergency Contact Name & Number:	

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**STAFF CAN ASK TO SEE ID**

# Smash PDX Rage Rooms Terms and Conditions Waiver: Minor Participation

**READ CAREFULLY BEFORE SIGNING:** IN CONSIDERATION of allowing the listed MINOR participant to observe, or participate in any way in the above event and/or activities (“ and/or being permitted to enter for any of the rooms/lanes) EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin agrees that:

1. The minor and parent/guardian will immediately inspect the room/lane upon entering it and warrants that their entry therein and/or the MINOR’s participation constitutes an acknowledgement that they have inspected the smash room/lane and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at any time in/on the room/lane they believe something is unsafe, it will be brought to the attention of an official, and they will remove themselves from the room/lane and the MINOR will withdraw from participation in the activity.

2. THE MINOR AND PARENT OR GUARDIAN HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of Releasees (as identified below) or otherwise, while in or upon the building,rooms,lanes, or coming and going to the property for any purpose and/or while participating in any way in an activity. The undersigned recognize and understand that there are risks and dangers associated with participation in the activities and admission within the rooms/lanes that could cause severe bodily injury, disability and death. Further, the risks and dangers may be caused by the negligent failure to act of the Releasees and others. All of the risks and dangers associated with participating in the activities and/or entry into the rooms/lanes are assumed notwithstanding.

3. THE MINOR AND PARENT OR GUARDIAN release,waive,discharge and covenant not to sue the promoters,participants,landlord, staff, or owners of Smash PDX (or any affiliates thereof), equipment and parts manufacturers and suppliers, advertisers, owners and lessees and lessors of Smash PDX Rage Room,(all for the purposes herein referred to as “RELEASEES”) from all liability to ourselves, the undersigneds, our personal representatives, assigns, heirs, and next of kin, for any

and all claims, attorney cost, demands, losses or damages of the MINOR and/or parent or guardian on account of any injury, including, but not limited to the death or injury of the parent/guardian or MINOR or damage to property, all of which is caused or alleged to be caused by the negligence of the RELEASEES or otherwise.

4. In the event the MINOR brings any claims against Smash PDX Rage Room, I agree to indemnify, defend, and hold harmless from any damage or cost expenses or attorney fee that arise from such claim whether it be loss, liability, damage, or cost they may incur due, in any manner or degree, to the presence of the parent/guardian or the MINOR at Smash PDX Rage Room. The parent and/or guardian further recognize and agree they are executing this Waiver and Releases of Liability and Indemnity Agreement on behalf of themselves and on behalf of the MINOR.

5. This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence (except gross negligence) by the RELEASEES, and is intended to be as broad and inclusive as is permitted by the laws of the state of Oregon in which the activities are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. I/WE FURTHER ACKNOWLEDGE THAT FAILURE TO WITNESS OR NOTARIZE THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.

Parent's/Adult's First & Last Name:
Minors First & Last Name:
Minors DOB:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Adult 18 or older) **STAFF CAN ASK TO SEE ADULTS ID**