

PARTICIPANT RELEASE

RELEASE OF LIABILITY AND ACCIDENT WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY and PHOTO RELEASE AGREEMENT (“Release Agreement”)

BY ACCEPTING THIS DOCUMENT, PARTICIPANT ASSUME ALL OF THE RISKS OF PARTICIPATING IN THE EVENT AND WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY!

This Release of Liability and Accident Waiver is made effective as of the date signed below between the participant completing this form and Rage House (Company). This agreement is entered into by the undersigned Participant in favor of Rage House and its owners, agents, employees, affiliates, and landlords (all of whom are hereinafter collectively referred to as (“Releasees”).

ASSUMPTION OF RISKS

I am aware that participating in a smash room involves unusual risks, dangers and hazards including, but not limited to: accidents which may occur in the facility; slips and falls; malfunction of the equipment used; emotional triggers; injury and open wounds; shock, stress or other injury to the body while participating in the rage room; negligence on the part of other persons; and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE SMASH ROOM. I acknowledge that the use of Rage House’s Smash Room may result in injury, worsening of an existing medical condition, or death. I freely accept and fully assume all such risks, dangers and hazards and the possibility of injury, death, property damage or loss resulting therefrom. I acknowledge that activities at Rage House (rage rooms, splatter rooms, events, and related activities, called “Activities”) involve inherent risks, hazards, and dangers, including but not limited to:

- A. Slips, trips, falls, flying debris, cuts, abrasions, or impacts from equipment.

- B. Injuries from improper use of equipment or protective gear.
- C. Accidents caused by other participants or staff.
- D. Equipment malfunction or property hazards.
- E. Aggravation of medical conditions.

MEDICAL CONDITIONS

I understand that use of the smash room may place unusual stresses on the body. Use of smash or rage rooms are not recommended for people suffering from asthma, epilepsy, cardio/respiratory disorder, hypertension, or 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, are not recommended to engage in the rage room.** I have been advised to consult with my medical practitioner if I have any concern about my medical condition or fitness to engage in the smash room.

RELEASE OF LIABILITY

In consideration of the Releasees agreeing to my participation in the rage room, and permitting my use of the Rage House's equipment, room and other facilities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my participation in the rage room, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE RAGE ROOM.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from all liability for any property damage or personal injury to any third party resulting from my participation in the Smash Room.
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Texas and no other jurisdiction
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the City of Houston and shall be within the exclusive jurisdiction of the Courts of the State of Texas.

PHOTO/VIDEO RELEASE

I consent to photographs and videos being taken of me during my participation in the smash room, paint room and to publication of the photographs and videos by the Releasees for advertising, promotional and marketing purposes. I consent to video monitoring throughout the building and in individual rooms. I waive any right to royalties or other compensation arising or related to the use of participants image or recording.

PARTICIPANT RESPONSIBILITY FOR DAMAGES

Participant agrees to follow all safety instructions, verbal and written, provided by Rage House staff at all times. These instructions exist to maintain emotional safety, physical safety, and the integrity of the space.

Participant understands and accepts that any damage to equipment, props, fixtures, or the facility that results from ignoring, refusing, or deviating from staff instructions will be their financial responsibility. Rage House reserves the right to assess the cost of repair or replacement and charge the participant accordingly.

This includes, but is not limited to:

- Using tools or props in a manner not demonstrated by staff
- Entering restricted areas or interacting with off-limits items
- Removing required protective equipment
- Engaging in actions outside the designated activity zones
- Any conduct that disregards posted signage or staff direction

By completing this form, participant acknowledges that failure to follow instructions increases risk and may result in immediate session termination without refund, in addition to liability for damages.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the rage room, other than what is set forth in this Release Agreement.

I certify that I am 18 years or older and legally competent to accept this agreement, or that my legal guardian has accepted this waiver on my behalf. I understand and agree to all terms in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SUBMITTING IT, AND I AM AWARE THAT BY ACCEPTING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. AS A PARENT OR GUARADIAN, I AGREE TO THE TERMS AND PROVISIONS SET FORTH IN THIS RELEASE OF LIABILITY AND ACCIDENT WAIVER OF CLAIMS, ASSUMPTION

OF RISKS AND INDEMNITY AGREEMENT, AND I AGREE TO ALL ITS TERMS AND CONDITIONS ON BEHALF OF MYSELF AND THE MINOR FOR WHOM I AM ACCEPTING. MY ACCEPTANCE OF THIS AGREEMENT WILL SERVE AS MY LEGAL SIGNATURE.