



# Lazer Kraze

PERPETUAL PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of participating in the recreational activities offered by Lazer Kraze Inc., Lazer Kraze KY, INC., Lazer Kraze 3.0 Inc., operators of Lazer Kraze, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Lazer Kraze"), I hereby agree, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

**(1)** I acknowledge that participation in trampoline court activities, lazer tag, inflatable, amusement activities, and other activities entails **KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, DEATH, OR DAMAGE TO ME OR MY CHILD, TO PROPERTY, OR TO THIRD PARTIES.** I understand, despite Lazer Kraze's use of reasonable care, that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: Slipping and falling; collision with fixed objects or people; injuries including, sprains, fractures, scrapes, bruises and cuts, dislocations, pinched fingers and serious injuries to the head, back, or neck the negligence of other participants, Lazer Kraze, or myself; my own physical condition; physical contact with others. **(2) I EXPRESSLY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL OF THE RISKS EXISTING** in activities at Lazer Kraze. Participation by me or my child in activities at Lazer Kraze is purely voluntary, and I elect to participate, or allow my child to participate, in spite of the risks **(3) I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS Lazer Kraze FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION,** which are in any way connected with my or my child's participation in activities at Lazer Kraze or my use of Lazer Kraze's equipment or facilities, **INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT, RECKLESS, WANTON OR INTENTIONAL ACTS OR OMISSIONS OF Lazer Kraze. I UNDERSTAND THAT THIS PERPETUAL RELEASE/WAIVER WILL APPLY TO EACH AND EVERY OCCASION THAT I OR MY CHILD VISIT A Lazer Kraze FACILITY UNTIL I REVOKE THIS AGREEMENT IN WRITING.** **(4)** Should Lazer Kraze or anyone acting on their behalf, be required to incur attorneys' fees and costs to enforce this agreement, **I AGREE TO INDEMNIFY AND HOLD THEM HARMLESS FOR ALL SUCH FEES AND COSTS.** **(5)** I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that neither I nor my child have any medical or health conditions that pose a danger to us or others and we assume the risk of any medical or physical condition that we may have. **(6)** In the event that I file a lawsuit against Lazer Kraze, I agree to do so solely in the Courts of Delaware County in the State of Ohio, and I further agree that the substantive law of Ohio shall apply in that action without regard to the conflict of law rules of that state. **(7)** I represent that I have the legal authority to execute this agreement on behalf of the minor children listed below and **I AGREE TO INDEMNIFY AND HOLD HARMLESS Lazer Kraze FROM ALL CLAIMS MADE BY OR ON BEHALF OF THESE CHILDREN, THEIR GUARDIANS AND REPRESENTATIVES.** **(8)** I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN ACTIVITIES AT LAZER KRAZE, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST Lazer Kraze ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.**

Print First & Last Name: \_\_\_\_\_ Signature \_\_\_\_\_  
Adult Participant and or Parent/Legal Guardian of minors listed below On my behalf and as Parent/Legal Guardian of minors listed below

Todays Date: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
(Optional to receive our newsletter)

Parent, Legal Guardian and/or Adult Participant DOB: \_\_\_\_\_ (mm/dd/yy)

Minor Participants

		<u>Relationship To Minor - Circle One</u>	
Minors First & Last Name: _____	DOB _____ (mm/dd/yy)	Parent	Legal Guardian
Minors First & Last Name: _____	DOB _____ (mm/dd/yy)	Parent	Legal Guardian
Minors First & Last Name: _____	DOB _____ (mm/dd/yy)	Parent	Legal Guardian
Minors First & Last Name: _____	DOB _____ (mm/dd/yy)	Parent	Legal Guardian