

Virtual Sports Customer Release of Liability and Assumption of Risk

In consideration of being permitted by VIRTUAL SPORTS TUKWILA WA, LLC, a Washington limited liability company, dba Virtual Sports ("VIRTUAL SPORTS") to participate in its activities and to use its equipment and facilities, I hereby agree to forever **release, indemnify and discharge** VIRTUAL SPORTS, its agents, owners, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the "RELEASED PARTIES"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in VIRTUAL SPORTS recreational entertainment facility, including, but not limited to, laser tag, entail known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: Laser tag entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Laser tag exposes its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists and ankles, and can suffer more serious injuries as well. Participants can run into each other or trip and fall and sustain injuries. While the lasers used have not been directly linked to any adverse health effects, Participant may be injured by the laser. As the use of fog and flashing lights is common, some asthmatics and those with photosensitive epilepsy are encouraged not to play. Traveling to and from laser tag location raises the possibility of any manner of transportation accidents. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, VIRTUAL SPORTS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that VIRTUAL SPORTS employees may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I agree that I will participate in VIRTUAL SPORTS activities and use its equipment at my own risk.

3. **I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, which are in any way connected with my participation in this activity or my use of VIRTUAL SPORTS equipment or facilities, including any such claims which allege negligent acts or omissions of RELEASED PARTIES. VIRTUAL SPORTS shall not be liable for any damages arising from personal injuries sustained by me in or about the premises of any VIRTUAL SPORTS. I assume full responsibility for any injuries or damages that may occur to me in or about the premises of VIRTUAL SPORTS.**

4. Should VIRTUAL SPORTS 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.

5. I certify that I have adequate insurance to cover any injury or damage that 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 I am willing to assume the risk of any medical or physical condition that I may have.

6. In the event that I file a lawsuit against VIRTUAL SPORTS, I agree to do so solely in the state of Washington and I further agree that the substantive law of Washington shall apply in that action without regard to the conflict of the law rules of that state. 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. I agree as an adult participant, or the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate at VIRTUAL SPORTS, grant VIRTUAL SPORTS, its parent, subsidiaries, related and affiliated entities, officers, directors, partners, shareholders, employees, agents, successors and assigns, the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with VIRTUAL SPORTS to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the Photograph and/or Recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind. All Photographs and/or Recordings are exclusive to VIRTUAL SPORTS.

8. **I agree that if the participant is a minor, this Release of Liability and Assumption of Risk agreement is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian to bind the minor participant to this agreement.**

9. **I agree that if the participant is a minor, I further agree to defend, indemnify and hold harmless VIRTUAL SPORTS from any and all claims or suits for personal injury, property damage or otherwise** which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of RELEASED PARTIES, except injuries or damages caused by the sole negligence or willful misconduct of the party seeking indemnity.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against VIRTUAL SPORTS or any RELEASED PARTIES 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 Name of Participant _____ Birth Date _____
Address _____ City _____ State _____ Zip _____
Email _____ Phone _____
Emergency Contact _____ Phone _____ Relation _____

IF THE PARTICIPANT IS A MINOR:

Print Name of Parent or Legal Guardian of Minor: _____ D/L # _____ State _____
Address _____ City _____ State _____ Zip _____
Email _____ Phone _____
Signature _____ Today's Date _____

(Participant or Parent/Legal Guardian if under age of 18)