

## **Under 18 Waiver**

### **HKP Enterprises, LLC (dba Epic 6 Laser Tag & Sports Arena) PARTICIPANT AGREEMENT, INDEMNIFICATION, WAIVER AND LIABILITY RELEASE AND ASSUMPTION OF RISK**

**Please Read Each Section Carefully and Sign at Bottom**

- 1) By signing this agreement I am giving up my rights and the rights of my spouse, minor child(ren), or ward(s) to sue and/or pursue any other form of legal action against HKP Enterprises LLC (hereafter referred to as EPIC 6) for any injury, including paralysis or death, caused in whole or in part by the negligence or fault of EPIC 6, including any of its agents, employees, or equipment.
- 2) The undersigned, for myself, and/or on behalf of my spouse, minor child(ren), or ward(s) hereby represent that (i) I/we are in good health and proper physical condition to participate in the activities that EPIC 6 provides; (ii) I/we are not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my/our ability to safely participate in the activities that EPIC 6 provides; (iii) I/we have not been advised against activities by a health professional. I agree that it is my sole responsibility to determine if I/we are sufficiently fit and healthy enough to participate in activities.
- 3) The undersigned, for myself, and/or on behalf of my spouse, minor child(ren), or ward(s) agree to be familiar with and to abide by the rules established for each activity. This includes, without limitation, the rules posted in the facility and/or the EPIC 6 website.
- 4) In consideration of being allowed to use Epic 6's premises, equipment, services, and to participate in its activities, including but not limited to, trampoline park access, ninja warrior course access, laser tag, dodgeball, rock climbing, laser maze, and any other activities that may take place (hereafter referred to as activities), I, on behalf of myself, and/or on behalf of my spouse, minor child(ren), or ward(s) hereby agree to FOREVER release, indemnify, and discharge EPIC 6 as set forth below:
  - a) **RELEASE OF LIABILITY:** Despite all risks, both known and unknown, including but not limited to serious bodily injury, permanent disability, paralysis, and loss of life, I, on behalf of myself, and/or on behalf of my spouse, minor child(ren), or ward(s) hereby expressly and voluntarily remise, release, acquit, satisfy, and forever discharge and agree not to sue, and/or pursue any other form of legal action against EPIC 6, including its owners, employees, or equipment suppliers, and agree to hold said parties harmless of and from any and all manner of actions or omissions, causes of action, suits, sums of money, controversies, damages, judgements, executions, claims, and demands whatsoever, in law or in equity, including but not limited to, any and all claims which allege negligent acts and/or omissions committed by Epic 6, its owners, employees, or equipment suppliers, whether the action arises out of any damage, loss, personal injury, or death to myself, and/or on behalf of my spouse, minor child(ren), or ward(s). This release of liability is effective and valid regardless of whether the damage, loss, or death is a result of any act or omission on the part of EPIC 6, its owners, employees, or equipment suppliers.
  - b) **ASSUMPTION OF RISK/INDEMNIFICATION:** I understand that the risks, both known and unknown, may be caused in whole or in part by myself, my spouse, minor child(ren), or ward(s)

own actions or inactions, the actions or inactions of others participating in the activities, or the acts, inaction, or negligence of EPIC 6, its owners, employees, or equipment suppliers, and in consideration for being allowed to participate in the activities, I hereby assume all risk of damage, loss, personal injury, or death to myself, my spouse, minor child(ren), or ward(s) as a result of said participation in the activities, including any loss due to any negligence of EPIC 6, its owners, employees, or equipment suppliers, and agree to indemnify and hold harmless EPIC 6, its owners, employees, and equipment suppliers from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, incurred, and/or suffered by EPIC 6, its owners, employees, and equipment suppliers as a result of any claims asserted by myself, my spouse, minor child(ren), or ward(s). I further agree to indemnify and hold harmless EPIC 6, its owners, employees, or equipment suppliers for any injury, damage, or harm that myself, my spouse, my minor child(ren), or ward(s) may cause to EPIC 6, its facility, and/or to any and all other persons.

- c) **ATTORNEYS' FEES:** I promise to indemnify EPIC 6 for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collections efforts. Further, should any debt and/or judgment accrue in favor of EPIC 6, pre-judgment and post-judgment interest shall accrue thereon at the highest legal rate allowed by law.
  
  - d) **MEDICAL EXPENSES:** I acknowledge, accept and assume the risk of any and all medical conditions, limitations or disabilities (whether temporary or permanent) that myself, my spouse, minor child(ren), or ward(s) may possess, whether known or unknown, which might contribute to or exacerbate any injury I, my spouse, minor child(ren), or ward(s) might sustain while participating in the activities. I acknowledge and agree that if medical assistance of ANY form, including emergency care, hospitalization, or outpatient care is required or performed as a result of any injury that I, my spouse, my minor child(ren), or ward(s) sustain while participating in the EPIC 6 activities, such assistance and treatment shall be incurred at my own expense.
- 5) I understand and agree that this waiver is valid for ONE YEAR, and that I will be asked to update this waiver on an annual basis.

### **Minor Participants (under age 18)**

Parent/ Guardian Name (must be over age 18\*): \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Minor Participant #1 Name: \_\_\_\_\_

Birthdate: \_\_\_\_\_

Minor Participant #2 Name: \_\_\_\_\_

Birthdate: \_\_\_\_\_

Parent/Guardian Signature (\*required) \_\_\_\_\_

Date \_\_\_\_\_