



## Player Agreement & Liability Waiver

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTIONS OF RISK AND INDEMNITY AGREEMENT

**PLEASE READ CAREFULLY!**

*Release of liability, waiver of claims, assumption of risks and indemnity agreement. By initializing and/or signing this document you are waiving certain legal rights, including the right to sue.*

I, \_\_\_\_\_ (the undersigned) wish to play laser tag in the Flashpointe outdoor arena at the Cache Valley Fun Park at my own risk. I am aware that the ACTIVITY is a physically strenuous game and involves certain risks. Those risks include, but are not limited to: the risk of injury resulting from possible malfunction of the equipment used in the game and injuries resulting from tripping or falling over obstacles in the games' playing field. In addition, I recognize that the exertion of playing the game could result in injury or death.

I also understand that the playing field is in an unsupervised outdoor area that is largely in a natural state and that during the course of the game, players are required to scramble over loose dirt piles, plants and up hills, etc. as well as man-made obstacles and structures and that there is a risk of injury to myself and others from these factors, from the equipment, and from other players.

Despite these and other risks, and with full understanding of such risks, I wish to play the Games and hereby assume the risks of playing said games. I hereby hold the Cache Valley Fun Park (Operator) harmless and indemnify them against any or all claims, action suits, procedures, cost expenses (including attorney's fees and expenses), damages and liabilities arising out of, connected with, or resulting from playing the games. Including without limitation, those resulting from the manufacture, selection delivery, possession, use or operation of such equipment.

I understand that it is recommended that I have accidental medical coverage, and agree that if I do not have accidental medical coverage, I will be financially responsible for all charges and fees incurred in the rendering of said treatment.

In case of an injury, I authorize the staff of Cache Valley Fun Park to render first aid and I hereby authorize the Cache Valley Fun Park Camp staff to act for me in case of an emergency. I also waive and release the Cache Valley Fun Park from any and all liability for any and all injuries and illness that occur while at participating in the Games.

Photo & Video Release: I hereby irrevocably grant Cache Valley Fun Park, its successors and partners the right to record my likeness and/or voice on tape, film or digital media. I also allow them to edit such tape, film or digital media at their discretion; to incorporate the same into video, TV, radio, web or print advertisement or video for Cache Valley Fun Park promotions without payment of fees.

I agree to obey the Safety Instructions and Rules and to further use the laser tag equipment so as not to injure myself or other players. I agree that my right to play the game and use the equipment may be terminated without refund if I fail to follow such Safety Instructions and Rules.

I accept full responsibility for return of all equipment in good condition **or** to pay replacement cost upon termination of the game.

I, on behalf of myself, my estate, heirs, executors, administrators and assigns do hereby indemnify the owners of Cache Valley Fun Park, their suppliers, and their respective agents, officers and employees from any and all claims, actions, lawsuits, procedures, costs, expenses, damages and/or liabilities whatsoever connected with, or resulting from playing or spectating laser tag games. Also, from the use of equipment or premises whether resulting from the negligence of any party or otherwise. I further agree to indemnify the same said parties against any and all liabilities that may arise between myself and a third party.

I have read and fully understand this **Player Agreement and Liability Waiver** and recognize that it is legally binding contract. If I have any doubts concerning any aspect of its content, I will not play until I obtain legal advice. I certify that I am at least 18 years of age (**Minors see below**) and in good health and do not suffer from a heart condition or other ailments/conditions which could be exacerbated by the exertion involved in playing the games and that I further intend to be bound by this agreement. Initials: \_\_\_\_\_

### Participant's Information:

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

### FOR PARTICIPANTS OF MINORITY AGE

(under age 18 at the time of registration)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless Cache Valley Fun Park from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE**, to the fullest extent permitted by law.

Please ensure the child's name is entered above as a "Participant."

I declare I am the legal parent/guardian of this minor child. Initials: \_\_\_\_\_

### Legal Parent/Guardian's Name:

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

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

**Please Note:** Waivers are kept on file and contract remains valid until written notice is received to terminate such agreement.