

Neshkek Laser Tag, LLC

Today's Date - ____/____/____

Waiver, Release, Indemnification and hold harmless agreement

For the valuable consideration of being permitted to participate in the NESHEK LASER TAG, I and each of my heirs, personal representatives, guardians, conservators, agents, successors and assigns, HEREBY RELEASE AND HOLD HARMLESS the following persons and entities (Here on referred to as "NLT" : (1) "NLT" a Michigan corporation, and its shareholders, officers, owners, employees, insurers, agents, volunteers, successors and assigns, and any of their subsidiaries, respective members, shareholders, directors, officers, and related persons and entities, in their official and individual capacities; (2) the landowner who leases the property to "NLT". I specifically release these entities from any and all liability, claims, demands, actions, causes of action (including but not limited to negligence), claims of relief, or injuries of me or the minor's behalf related to or arising from my or the minor's participation in the "NLT" or my or the minor's presence at the Company's facilities. I, and each of my heirs, personal representatives, guardians, agents, conservators, successors and assigns, agree: a) not to make a claim against or sue the NLT Company or attach property of the NLT Company; b) to waive any and all claims of mine or the minor's against the Company; and c) to defend, indemnify, and hold harmless the Company for injury, death, or property damage caused by, resulting from or in any way related to my or the minor being a participant in the "NLT" or otherwise resulting from my presence at the NLT Company's facility, whether or not such injury, death, or property damage was caused by the negligence of the Company or Company's staff. In the event I, or a representative on my or the minor's behalf, take any legal action against the NLT Company that is contrary to the terms of this Release, I agree to be responsible for all attorney fees and costs the NLT Company incurs in defending such legal action, including any ultimate verdict or settlement.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I am aware that: - Risk of injury from the activity and equipment utilized is significant, with the potential for permanent disability and death. - Body parts, including hair, could become entangled in equipment, causing injury, pain, and disfigurement; - I may collide with another participant or employee, which may result in risks of death, paralysis, or serious injury; - I may re-injure a previous injury; - This is an outdoor activity and therefore includes risks associated with exposure to the elements, wild animals and insects, as well as heat exhaustion, hypothermia, and related conditions; the facility is located in a remote area without medical facilities, and delay may occur in treating health conditions; - This is an outdoor activity and therefore includes risks associated with exposure to varying terrain, uneven ground, metal laser tag equipment and all types of barriers and props in the fields used during play; - I may become sick from the swinging motion resulting in nausea, vomiting, dizziness, or other illness, and such condition may decrease reaction time resulting in injury. This list is provided for illustrative and informative purposes only and is not intended to be exhaustive or to in any manner limit the intended broad reach of this release. Do not play if you have epilepsy, as it may have adverse health effects. Do not play if you are sick or have symptoms of Covid-19 or any other illness. All players will play at their own risk and will take precautionary actions to insure to follow our strict guideline of the 6-foot rule and if not followed or do contract an illness which is claimed to be contracted during event no action will be taken against Neshek Laser Tag, players have the right to choose not to play if they feel at risk of getting sick or injured during game play This agreement is governed by the law of the State of Michigan; if any provision is held invalid, it is agreed that the remaining provisions shall remain in full force and effect.

I AM AWARE OF THE INHERENT AND OTHER RISKS ASSOCIATED WITH LASER TAG ACTIVITIES AND I UNDERSTAND THAT BY PARTICIPATING IN NESHEK LASER TAG, LLC, PARTICIPANT ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE, AND I EXPRESSLY AGREE THAT THE ABOVE RELEASE, WAIVER AND INDEMNITY AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS POSSIBLE. I UNDERSTAND THAT MINOR MAY CHOOSE NOT TO PARTICIPATE IN THE NESHEK LASER TAG, AND IN SUCH CASE, HE OR SHE WILL NOTIFY THE STAFF OF THAT DECISION. I HAVE READ THIS RELEASE OF LIABILITY AGREEMENT AND I UNDERSTAND THAT I AM GIVING UP LEGAL RIGHTS BY SIGNING IT, AND I AM FREELY AND VOLUNTARILY SIGNING IT WITHOUT ANY INDUCEMENT.

I hereby forever release and waive my right to bring suit against Neshek Laser Tag and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Neshek Laser Tag's services and premises.

Photo Release: I agree to allow this organization to photograph, video tape, and or use content obtained, on the internet, for any purpose without further compensation to my participation in the attraction. I understand that the pictures may be used in promoting the organization.

I have read this agreement and understand that all terms and conditions constitute the full agreement between them and agree to abide thereby.

I certify that I am the parent or guardian with legal responsibility for the below signed participant and agree to his/her release. I also agree to indemnify the above named companies and individuals from all liabilities resulting from his/her participation in these activities for myself, my heirs, assigns and next of kin.

Participant Name (please print)

Email address

City & State of residence

Signature

