



# Rocket City Family Fun Center

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

I understand that the sport of laser tag and associated activities, including but not limited to, running, jumping, crawling, walking, moving through dark and unlit spaces, collisions (hereafter “laser tag activities”), involve inherent and other risks of injury and death. **I voluntarily agree to expressly assume all risks of injury or death** that may at any time result from any and all such laser tag activities organized or promoted by Rocket City Family Fun Center.

**I AGREE TO RELEASE** Rocket City Family Fun Center, Downtown Venture Corporation., and its owners, affiliates, insurers, employees, attorneys, agents, representatives, successors-in-interest, and assigns (collectively “Providers”) from all liability for injury, death, and property loss and damage that results from the participant’s participation in laser tag activities organized by Rocket City Family Fun Center including all liability that results from the negligence or gross negligence of such Providers, or any other person or cause.

**I understand that participation carries with it certain inherent risks and dangers that cannot be eliminated regardless of the care taken to avoid accidents, injury or death. I hereby assert that my participation is voluntary and that I knowingly assume all such risks including serious injury or death.**

I further agree to defend and indemnify Providers for all loss and damage (including, without limitation the reimbursement of the fees and expenses of attorneys and expert witnesses) arising from claims or lawsuits for personal injury, death, property loss and damage or other losses or damages arising from or related to my participation in all laser tagging activities associated with the laser tag activities organized by Rocket City Family Fun Center. I understand losses include, without limitation reimbursement of Providers for the fees and expenses of Providers serving as witnesses, preparing for trial, or participating in any proceedings.

This agreement is binding upon the participant’s heirs, executors, administrators, and assigns. I acknowledge that the laws of the State of New Mexico govern this agreement. I further agree that any action involving parties or issues relating to or arising out of this agreement must be instituted and prosecuted in Otero County, New Mexico. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

**I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law.**

**I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS AGREEMENT AND RELEASE OF LIABILITY. I FURTHER AGREE TO THE CODE OF CONDUCT BELOW.**

Participant’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Parent/guardian:** If participant is a minor, I verify that I am the parent or guardian of the minor, and I have

Parent/guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**PLAYERS CODE OF CONDUCT**

- (1) \_\_\_\_\_ *Initial Here.* I AGREE TO PLAY ACCORDING TO THE RULES AS INSTRUCTED BY THE STAFF OF ROCKET CITY FAMILY FUN CENTER.
  
- (2) \_\_\_\_\_ *Initial Here.* I ACCEPT FULL RESPONSIBILITY FOR DAMAGE TO ROCKET CITY FAMILY FUN CENTER PREMISES, FACILITIES AND/OR EQUIPMENT CAUSED BY ME.
  
- (3) \_\_\_\_\_ *Initial Here.* I AGREE TO INFORM ROCKET CITY FAMILY FUN CENTER STAFF OF ANY MEDICAL CONDITION OR TREATMENT THAT I HAVE, PRIOR TO PARTICIPATING.