

Liability Release and Indemnity Form

THIS IS A RELEASE OF LIABILITY – READ BEFORE SIGNING. THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS ALLOWED TO TAKE PART IN ANY NEXT LEVEL TAG LLC. IN CONSIDERATION of being permitted to participate in any way in the sport and activities of a Next Level Tag LLC event.

The named participant (the “Participant”), and the Participant’s parent or guardian, if the Participant is under the age of 18 years, acknowledge, appreciate, and agree that:

1. The risk of injury from the activity and equipment used Next Level Tag is similar to other sports and activities. While protective equipment and personal discipline will minimize this risk, the risk of serious injury including the potential of permanent disability does exist;

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, even arising from the negligence of those persons released from liability below, and assume full responsibility for my participation; and

3. I understand that the activities of Next Level Tag LLC can be physically and mentally intense. I understand the rules of play and will comply with all rules and regulations. If I observe any unusual or unnecessary hazard during my participation, I will bring such to the attention of the nearest official as soon as practical; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS FROM ANY CLAIM, ASSERTATION SUIT ACTION OR OTHERWISE, SHANE TASSINAR, INDIVIDUALLY AND TRADING AS NEXT LEVEL TAG LLC, IT’S PRINCIPALS, EMPLOYEES, OFFICERS, OFFICIALS, AGENTS, CONTRACTS, VENDORS, THE PROPERTY OWNERS WHERE THE OUTDOOR LASER TAG MOBILE LASER TAG ACTIVITY IS HELD, PERSONAL REPRESENTATIVES, HEIRS AND OTHERS (“RELEASEES”) WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property, including attorney’s fees and defense costs, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except by injury proximately caused by gross negligence or criminal misconduct.

5. I understand and agree that this Release of Liability Agreement covers each and every Next Level Tag LLC, activity and event in which I participate hereafter. I also understand and agree that, any and all pictures taken by Next Level Tag LLC can be used by said company to advertise and promote its business.

6. By providing your Email Address, and initialing your entry, you are granting Next Level Tag LLC permission to send you Email. An unsubscribe option will be included with every Email. Next Level Tag will not sell, or share your Email with a 3rd party.

Definitions:

In this deed unless inconsistent with the context or subject matter: *All Claims* means all claims, actions, suits, demands, damages, interest and costs arising out of or as consequence of Next Level Tag including incidental activity. *Any Loss* means any loss, damage or injury to a person (including the participant) or property including but not limited to any damage or injury caused by falling, tripping, or colliding with objects or other participants on the battlefield, or incidents involving insects or wildlife. *Participant* means the person whose name appears on this form. *Next Level Tag* means the division of Next Level Tag, LLC that provides laser tag for parties and events, and its agencies, suppliers, employees, agents, representatives, directors, and officers.

Warrant as Of Age:

By personally executed this deed, the participant warrants that he or she is at least eighteen (18) years of age. Where this deed is executed by a parent, guardian, or other person for or on behalf of the participant, the person so executing warrants that he or she has the authority to do so and agrees to indemnify Next Level Tag in terms contained in Release and Discharge clause.

ALL FIELDS REQUIRED

By filling out the information below,

I THE UNDERSIGNED HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. FOR PARTICIPANTS UNDER THE AGE OF 18 AT THE TIME OF REGISTRATION

PARTICIPANT'S NAME: _____

Date of Birth: _____

ADDRESS _____ City _____ ST _____ ZIP _____

EMERGENCY CELL# _____ E-MAIL: _____

PARENT/GUARDIAN SIGNATURE: _____ DATE SIGNED: _____ If

you would like to receive Discounted Offerings from Next Level Tag please provide your email address:

Initials: _____ By providing your Email Address, and initialing your entry, you are granting Next Level Tag LLC permission to send you Email. An unsubscribe option will be included with every Email. Next Level Tag LLC, will not sell, or share your Email with a 3rd party.

This is to certify that I, as parent/guardian with legal responsibility for this participant have read and understand everything in this form and consent and agree to release and indemnify Next Level Tag LLC. from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns and next of kin.

Privacy:

Next Level Tag collects information from you for the primary purpose of providing quality entertainment. The information you provide will be used for administrative and billing purposes, emergency situations whereby staff/hospitals require access to a participant's records for appropriate purposes. Next Level Tag will not sell or distribute your information.