

Active Zone Gaming LLC

RELEASE AND WAIVER OF LIABILITY (“AGREEMENT”)

In consideration of being permitted to participate in any way in any event, training, sparring, or other activity And games offered by Active Zone Gaming LLC, located in Asheboro NC , I, _____ (the “Participant”), For myself, my personal representatives, assigns, heirs, and next of kin agree to the following terms and conditions:

1. I acknowledge, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. I fully understand that (a) the ACTIVITY INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“Risks”); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the “RELEASEES” named below; (c) there may be other risks or social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation, or that of the minor, in the Activity.
3. I hereby release, discharge, and covenant not to sue Active Zone Gaming LLC, its administrators, directors, agents, trainers, members, volunteers, and employees, other participants, officials, rescue personnel, sponsors, advertisers, owners and lessees of premises on which the Activity is conducted, (each of the forgoing is be considered one of the Releasees herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this Agreement I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.
4. I hereby irrevocably grant to Active Zone Gaming LLC the right and permission to take, use, reuse, publish, and republish photographic portraits, pictures, and video recordings taken by Active Zone Gaming of me or in which I may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, in conjunction with my own or a fictitious name, or reproductions of such photographs in color or otherwise, made through any medium, and in any and all media now or hereafter known, including the internet, for art, advertising, trade, or any other purpose whatsoever (“Photo Release”). I waive any right that I may have to inspect or approve any finished product or products or the advertising copy or printed matter that may be used in connection with such photographs, video, or the use to which it may be applied (“Review Waiver”).
5. I fully understand and acknowledge that personal injury, damage, and even loss of life may occur as a result of choosing to participate in event games and activities provided by Active Zone Gaming LLC
In consideration of participating in the Ride Program I hereby waive any right to bring a claim or any legal action against Active Zone Gaming LLC or its officers, trainers, volunteers, and employees for any injury, damage or harm arising from my participation in activities provided by Active Zone Gaming LLC.
6. I agree this Agreement will be interpreted and enforced in accordance with the laws of the State of North Carolina without regard to its conflicts of laws principles.

I acknowledge that I am age 18 or older, have read this agreement and fully understand its terms, understand that I have given up substantial rights by signing it, have signed it freely and without any inducement or assurance of any nature, and I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, will continue in full force and effect.

PRINTED NAME OF PARTICIPANT: _____

PARTICIPANT SIGNATURE: _____

PHONE: _____ DATE: _____

MINOR RELEASE: (must be completed by Parent/Legal Guardian for any participant under the age of 18)

I, the parent and/or legal guardian of the participant, a minor, understand the nature of the activity and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such Activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused, or alleged to be caused, in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the Releasees named above, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or any cost that may occur as a result of any such claim. I state further that I have read, understood, and consent on behalf of the minor to the above photo release, review waiver and activity program waiver. The photo release, review waiver and activity program waiver will be binding upon the minor and me, and our respective heirs, legal representatives, and assigns.

PRINTED NAME OF PARENT/GUARDIAN: _____

PARENT/GUARDIAN SIGNATURE (if participant is under the age of 18): _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: _____ DATE: _____