

**ALPHA 1 Mobile Laser Tag - Assumption of Risk & Release of Liability**  
**READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS**

In exchange for participation in the activity outdoor laser tag organized by **ALPHA 1 Mobile Laser Tag** ("ALPHA 1 Mobile Laser Tag"), and/or use of the property, facilities and services of **ALPHA 1 Mobile Laser Tag**, I agree to the following:

1. **GENERAL CONDUCT.**

- a. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by **ALPHA 1 Mobile Laser Tag**, its officers, directors, employees, representatives, and/or agents.
- b. I understand the rules of play as provided on Exhibit A and will comply with all rules and regulations. I understand that if I fail to follow any of the rules or regulations I will be asked to leave the premises. If I observe any unusual or necessary hazard during my participation, I will bring such to the attention of the nearest official as soon as practical.

2. **ASSOCIATED RISKS.**

- a. I understand that the activities of outdoor laser tag are physically and mentally intense. I recognize that there are certain inherent risks associated with the above described activity, and assume all such risks, known and unknown, which include, but are not limited to:
  - i. Injury and/or death resulting from tripping over obstacles in the playing field, and misjudging the terrain, rapids, weather, trails, or route location
  - ii. Injury and/or death resulting from the use of the laser tag equipment
  - iii. Equipment failure/malfunction of laser tag equipment
  - iv. Injury and/or death resulting from my own negligence, and/or the negligence of others
  - v. Injury and/or death resulting from my encounter with objects, both natural and manmade
  - vi. Loss or damage to personal and/or real property
  - vii. Fatigue, chills, dizziness, heat, hypothermia, and all other hazards associated with being outdoor
- b. I understand that the risks discussed above is not complete and that unknown or unanticipated risks may result in Injury, illness, and/or death may result from my participation in outdoor laser tag.

3. **ASSUMPTION OF RISK.** I assume full responsibility for personal injury to myself, (if applicable) my family members, and guests. And further release and discharge **ALPHA 1 Mobile Laser Tag** for injury, loss or damage arising out of my, my family, or my guests use of or presence upon the premises of **ALPHA 1 Mobile Laser Tag**, whether caused by the fault of myself, my family, my guests, **ALPHA 1 Mobile Laser Tag**, or other third parties.

I understand that outdoor laser tag is an outdoor physical activity and that risks and dangers are inherent to its participation, similar to that of any other active sport. The participation in outdoor laser tag by myself and my guests exposes the participants to many risks and dangers. I assume all risk, danger, loss, or property damage and accepts responsibility for any and all injuries for myself and/or my guests arising from participation in the outdoor laser tag activity.

4. **INDEMNIFICATION.** I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, waive, discharge, defend, indemnify, and hold harmless from liability **ALPHA 1 Mobile Laser Tag**, its officers, directors, employees, representatives, and/or agents against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my, my family's, or my guests use of or presence upon the premises of **ALPHA 1 Mobile Laser Tag**.

5. **PAYMENT OF DAMAGED EQUIPMENT.** I agree to pay for all damages to the equipment and facilities of **ALPHA 1 Mobile Laser Tag** caused by my or my family's negligent, reckless, or willful actions.

6. **INTEGRATION AGREEMENT.** This Agreement and the Attachments hereto constitute the entire agreement between the contracting Parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between the Parties except those expressly set forth in this Agreement.

7. **ARBITRATION.** In the event of any dispute between the Parties, which arises under this Agreement, such dispute shall be settled by arbitration within one (1) year from the date the dispute first arises. Arbitration shall be the exclusive forum for resolving all disputes arising out of or involving employment with **ALPHA 1 Mobile Laser Tag**. The decision of the arbitrator shall be final and binding upon all Parties.

8. **GOVERNING LAW.** This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of California.

9. **SEVERABILITY.** If any provision or provisions of this Agreement are held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10. **SECTION HEADINGS.** Section headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of the provisions hereof.

**I HAVE READ AND UNDERSTOOD THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Player's name: \_\_\_\_\_ Birthdate \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Player's Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Parent's Signature (if player is under 18): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email: \_\_\_\_\_ Phone #: \_\_\_\_\_

### **EXHIBIT A – GENERAL RULES**

Any violation of any of these rules will result in a player being removed from the park without a refund. Repeat violators will be banned from the park indefinitely.

#### **Safety**

- Outdoor Laser Tag is a non-contact sport. Do not do anything that may cause injury to either you, or other people, or any props in the site.
- No physical contact between players and no opponent any closer than 5 feet from any opponent
- No behavior is allowed that could cause injury to any person
- Obey referee and park staff instructions at all times. Failure to do so may result in player injury.
- Anyone observing an unsafe act will call for a cease fire and notify the nearest referee or park staff.
- NO real knives, real guns, paintball guns, blank fire pistols, or any other object that is capable of firing a projectile.
- NO illegal substances or drugs on the premises
- NO alcohol on the premises
- If you encounter a non-playing member of the public in the park, please stop what you are doing, answer any questions they have (nicely!) and inform the rest of the players nearby. Also inform the nearest referee so that they may ask them to leave the park during game play.

#### **Game Play**

- The referee will signal 'end-of-mission' when the mission objective is complete or all players on a team are reduced to zero lives.
- When you run out of ammo or lives you must return to the field referee or back to the Base or Dead Zone
- The referees or park staff reserves the right to reorganize teams before each mission to ensure balanced teams depending on the scenario chosen.
- Do not go outside of given field boundaries or outside the park boundaries stated by employees

#### **Equipment**

- Do not leave the park with any **ALPHA 1 Mobile Laser Tag** equipment. Any missing equipment will be reported as stolen to local law enforcement.
- If players damage any park equipment due to neglect or abuse, the player is responsible for the cost of repair or replacement, depending on severity of damage.
- Maintain possession of your rented equipment at all times. Do not leave rented equipment on the field of play. You will be charged the full replacement cost for any equipment that you do not return to the rental desk.

#### **Appropriate Attire**

- While outdoor laser tag is a safe activity, the player assumes some risk when engaging in any outdoor activity on uneven, wooded terrain. Much of this risk can be mitigated by dressing appropriately. While full camouflage type attire is certainly encouraged, it is not necessary to play. We do however recommend that all players wear long pants and close-toed shoes. Even though there are no projectiles fired by any of our equipment, players may opt to wear some type of eye protection to protect from tree limbs and such while running through field during play.

By initialing below, you certify that you have read and understand the General Rules above.

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