

Adult Knockerball SMASH! Waiver

Please read carefully before signing. Must be filled out completely.

ASSUMPTION OF RISK, RELEASE WAIVER AND INDEMNITY AGREEMENT

AS A CONDITION OF PARTICIPATING IN THE ACTIVITY OF KNOCKERBALL AT THE LOCATION, YOU ARE SIGNING THIS AGREEMENT, AND ARE GIVING UP FOREVER YOUR RIGHTS TO SUE RELEASEES (HALF A BUBBLE OFF, LLC dba KNOCKERBALL SMASH) FOR ANY REASON WHATSOEVER FOR ANYTHING OCCURRING AT THE LOCATION OR DURING THE ACTIVITY.

The Participant being fully aware of the INHERENTLY DANGEROUS risks and hazards inherent upon participating in the Activity at the Location, hereby elects voluntarily to engage in the Activity and enter upon said Location. The Participant hereby voluntarily assumes all risks of loss, damage, or injury, including death that may be sustained by the Participant, or any property of the Participant, while engaged in the Activity at the Location.

In consideration of the permitted to enter upon the Location and/or engage in the Activity, Participant, being of lawful age does for himself/herself, and his/her heirs, executors, administrators and assigns, now releases and forever discharges, waives and covenants not to sue, any person or entity including but not limited to Company and all who or which succeed to Company's interest, and it's officers, directors, members, managers, shareholders, agents, employees, independent, contractors, paramedics, health care providers, security, personal representatives, promoters, sponsors, advertisers, owners, lessees, lessors, guests, customers, spectators or anyone else located at or related to the Activity or the Location, and each of them, all referred to herein as "RELEASEES," for and on account of any and every claim, demand, action or right of action, of any kind of nature, either in law or in equity, known or unknown, from the Date hereof until the end of time, for all manner of loss or damage, and any claim for loss or damage, known or unknown, on account of injury to the person or property of Participant or resulting in the death of Participant whether caused by negligence, of "RELEASEES" or for any reason whatsoever including, but not limited to, Participant engaging in the Activity at the Location.

Participant assumes full responsibility for, and risk of, bodily injury, death or property damage due to the negligence of RELEASEES or otherwise, while in or upon the Location and/or while engaging in the Activity.

Participant agrees that this Assumption of Risk, Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State in which the Location is located and that if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Participant HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEE and each of them from any loss, damage, attorney fees, costs of litigation, or any other costs they may incur due to Participant's misrepresentations herein and/or for any breach of this Agreement and the warranties contained herein including, but not limited to, any costs of litigation and attorney's fees associated with any claim or suit related to Participant's participation in the Activity at the Location.

PARTICIPANT UNDERSTANDS THAT THIS IS A CONTINUING RELEASE AND INDEMNITY AGREEMENT WHICH NEVER EXPIRES AND APPLIES TO ALL INJURIES, DAMAGES, CLAIMS, LIABILITY, WHETHER ARISING THROUGH RELEASEES NEGLIGENCE OR OTHERWISE, AND/OR INHERENTLY DANGEROUS ACTIVITIES OCCURRING PRIOR TO THE DATE OF ITS EXECUTION UNTIL THE END OF TIME.

I grant permission to the rights of my image, likeness and sound of my voice as recorded on audio or video without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. HABO/Knockerball SMASH! Is not responsible for any damage to clothing, Some of our balls use Velcro, which can be harmful to certain types of fabrics. Please be aware.

This Agreement contains the entire agreement between the parties and the terms of this Agreement are contractual and not mere recital. Participant further states that he or she has carefully read this Agreement and knows the contents of and signs this Agreement as his or her OWN FREE ACT.

Participant name: _____ **Email:** _____

Emergency Contact Name & Number _____

Signature of Participant (18 and older) _____ **Date** _____

Do not send me discount offers/coupons by email occasionally. (2 emails a month)

Rules of Knockerball

1. Empty your pockets! When someone is on the ground, allow him/her to get up before knocking him/her down again.
2. No aggressive or destructive play. When you hear the whistle, stop play immediately.
3. Please don't make someone else's time in the ball uncomfortable or frustrating.
4. Please be aware of different sizes and strengths, if you're playing with someone much smaller, please recognize the size difference.