



RELEASE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (WAIVER)
AND CONSENT & RELEASE TO USE OF NAME, VOICE & LIKENESS

Release, Indemnification and Hold Harmless Agreement

In consideration of participating in MI-Combat advanced tactical laser tag and for other good and valuable consideration, I, _____, hereby agree to release and discharge from liability arising from negligence MI-Combat, LLC and its owners, directors, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereafter collectively referred to as 'Releasees') on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that MI-Combat advanced laser tag involves known and unanticipated risks which could result in physical injury, emotional injury, paralysis, permanent disability, death and/or property damage. Risks include, but are not limited to exposure to infrared light, broken bones, bruises and other bodily injuries caused by falls or contact with other participants, medical conditions resulting from physical activity and damaged clothing or other property. I understand that such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time, I believe that event conditions are unsafe or that I am unable to participate due to physical or mental conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands or causes of action which are in any way connected with my participation in this activity or my use of their equipment or facility arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical conditions which could interfere with my safety in this activity or else I am writing to assume – and bear the costs of – all risks that may be created directly or indirectly by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the State of Michigan, Oakland County, and I further agree that the substantive law of the state of Michigan shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. By signing this agreement, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

8. I have had sufficient time to read this entire document and, should I chose to do so, consult with legal counsel prior to signing. Also I understand that this activity may not be made available to me or that the cost to engage in this activity would be significantly great if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

Consent & Release to Use of Name, Voice & Likeness

1. I grant MI-Combat, its representatives and employees, the right to: (a) take images (i.e., photographs, name, videotape or recordings with or without audio related to participation at a MI-Combat facility) of me and my property while on MI-Combat's premises or that I have shared with MI-Combat directly or via social media; (b) the copyright to use and publish the same in print and/or electronically. I agree that MI-Combat may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web Content.

2. I waive any right that I may have to inspect or approve the finished product or products and the advertising copy or other printed material that may be used in connection with the images, or the use to which MI-Combat may apply to them.

3. I agree to waive any right or to accept whatever tangible benefit may result from the Releasees' use of the images. I agree that Releasees are under no obligation to use Images for any purpose whatsoever, and that I will not seek anything further including any payment.

4. I am bound by this consent and release. Anyone who succeeds to my rights and responsibilities, such as my assigns, my heirs or the executor of my estate, is also bound.

I acknowledge by my signature below that I understand this two (2) page document and agree to the terms of both the Release, Indemnification and Hold Harmless Agreement and the Consent & Release to Use of Name, Voice & Likeness.

DATED:

Players Signature

Parent or Guardian Signature