

**RELEASE OF LIABILITY AND WAIVER OF RIGHTS**

By signing this document I hereby waive certain legal rights, including the right to sue GAME TRUCK LICENSING, an Arizona Limited Liability Company and/or The Grand Connection Inc dba GameTruck Greater Knoxville and their respective officers, directors, members, employees, volunteers, contractors, assigns, successors, predecessors, affiliates, parent(s), and subsidiaries (collectively "the Game Truck Parties").

Date of Activity: \_\_\_\_\_

I desire to participate, observe, or in any other way be involved in Bubble Soccer (the "Activity"). In consideration of being permitted to participate in the Activity, I hereby agree to all the terms of this Release of Liability and Waiver of Rights (this "Release and Waiver"), including all the covenants and agreements listed herein.

I hereby attest that I do not suffer from any heart, lung, or other medical condition or disease that might in any way hinder or prevent me from participating in the Activity, and in any event, I agree that I participate at my own risk. My choice to participate in the Activity is knowing, voluntary, and made for my personal enjoyment. I understand that participation in the Activity involves inherent risks and dangers of accidents, emergency treatment, serious personal and bodily injury, death, and severe personal and economic losses. These may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered the risks involved, and I voluntarily and freely choose to assume these risks.

In consideration of my participation in the Activity, I hereby fully and forever release, discharge, promise not to sue, and hold harmless the Game Truck Parties from any and all liability that may arise, directly or indirectly, now or in the future, by reason of any injury, damage, loss, claim, demand, lawsuit, or expense incurred in connection with my participation in the Activity, including that caused solely or in part by the fault (including but not limited to negligence, gross negligence, and/or recklessness) of the Game Truck Parties. This means that I cannot sue to hold the Game Truck Parties responsible for any injury, loss, or damage sustained by me, other parties or my (or others') property in connection with the Activity, even if it is due to the negligence, act, omission or other fault of the Game Truck Parties. I waive my insurers' right to make a claim against the Game Truck Parties based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against the Game Truck Parties. This Release and Waiver of Liability shall be binding on my heirs, executors, administrators, successors, and assigns from now and at any time in the future.

This Release and Waiver shall be construed and interpreted as broadly as possible under applicable state laws, ordinances, statutes, rules and regulations (collectively, "Applicable Law") of the jurisdiction in which the Activity takes place. If any portion of this Release and Waiver is held invalid, the remainder shall not be affected and shall continue in full legal force and effect. The terms of this Release and Waiver shall continue from this date forever. This document constitutes the entire agreement between the Game Truck Parties and me and supersedes any previous or contemporaneous discussions or agreements between us in respect of these matters.

I hereby grant the Game Truck Parties, without limitation, the right to use my name and likeness in connection with the Activity for any publicity without further compensation or permission.

I have read this release and waiver, fully understand all the terms, understand that I am voluntarily giving up substantial legal rights by signing below, and have signed this release freely and voluntarily and without inducement, assurance or guarantee of any nature being made to me.

Participant's Name: \_\_\_\_\_

Age: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**PARENT/GUARDIAN WAIVER FOR MINORS (IF PARTICIPANT IS UNDER 18)**

The undersigned parent and natural guardian or legal guardian does hereby represent that she/he is in fact acting in such capacity and agrees to defend, save, hold harmless and indemnify the Game Truck Parties from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect or lack of such capacity to so act and release said parties on behalf of both the minor and parent or legal guardian.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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