

# Terms and Conditions Waiver

In consideration of my being allowed to use the services, equipment, and facilities of Cook Professional Resources, Inc. dba Smashlt2 ("Smashlt2"), I hereby and acknowledge and agree to the following terms and conditions:

**ASSUMPTION OF RISK:** I hereby acknowledge, accept and agree that the use of or participation in a smash room, related activities, and the use of Smashlt2's services, equipment, and facilities are inherently dangerous. Participation in a smash session and related activities may place unusual stresses on the body and is not recommended for persons suffering from asthma, epilepsy, cardio disorders, respiratory disorders, hypertension, skeletal, joint or ligament problems or conditions, and certain mental illnesses. Women who are pregnant or suspect they are pregnant and persons who have consumed alcohol or are otherwise intoxicated are not recommended to engage in smash room sessions. I have been advised to consult with my medical practitioner if I have any concern about my medical condition or fitness to engage in a smash room session. I have received full information regarding Smashlt2's services, equipment, and facilities and have had the opportunity to ask any questions that I had regarding the same. I have full knowledge of the nature and extent of all the inherent risks associated with smash rooms and the services, equipment, and facilities used in smash rooms and related activities at Smashlt2, which may include but are not limited to:

- a. Any and all manner of injury, including without limitation the possibility of serious injury or death, resulting from any of the services, equipment, and facilities at Smashlt2's, including without limitation, slipping or tripping on debris and hitting the floor, equipment, weapons, people or debris, whether permanently or temporarily in place, failure to wear protective gear, flying debris or any other consequence whatsoever of utilizing Smashlt2's services, equipment, and facilities;
- b. Injuries resulting from the actions or omissions of others, including but not limited to slips, trips and falls of other participants and flying debris;
- c. Cuts and abrasions resulting from skin contact with damaged items, debris, or any other surface, person, or equipment;
- d. Injuries resulting from shock, stress or another injury;
- e. The aggravation or worsening of any existing medical condition;
- f. Failure or misuse of safety gear, weapons, or any other items or equipment;
- g. Failure to follow Smashlt2's employee instructions or failure to ask for information or assistance;

**h. Any injury that may occur while moving on or about the premises for any reason, including but not limited to slips, trips and falls, and any and all inherent risks of the use of or participation in a smash room, and the services, equipment and facilities used in smash rooms and related activities at Smashlt2.**

**I further acknowledge that the above list is not inclusive of all possible inherent risks associated with the use of Smashlt2's services, equipment, and facilities, and I agree that such list in no way limits the extent or reach of this Assumption of Risk, Release, and Indemnification.**

**Release In consideration of my use of Smashlt2's services, equipment, and facilities, and/or participation in any program, competition, special event, group or party offered by or held at Smashlt2, I hereby release and discharge Smash It 2, as well as its members, managers, officers, directors, owners, employees, agents and contractors, from any and all liabilities, suits, claims, causes of action, demands, damages (including attorneys' fees and expenses), losses or costs of any nature whatsoever incurred by me or that are in any way related to or arising out of the use or intended use of Smashlt2's services, equipment, and facilities, whether supervised or not, including, without limitation, all claims for property damage, personal injuries or wrongful, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including Smashlt2 (collectively, the "Claims").**

**I, \_\_\_\_\_, acknowledge and understand that video surveillance cameras and room video recordings (no audio) are used to monitor activities for the safety of all participants. Initial here \_\_\_\_\_**

**INDEMNIFICATION: I hereby agree to indemnify Smashlt2, as well as its members, managers, officers, directors, owners, employees, agents and contractors, from any and all liabilities, suits, claims, causes of action, demands, damages, losses or costs of any nature whatsoever arising out of, or in any way relating to, my use of or movement in or throughout Smashlt2's services, equipment, and facilities, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including Smashlt2.**

**I understand and agree that Smashlt2 and its personnel or staff reserves the right to deny access to its facilities to any individual, permanently or for a specified period of time, for any breach of Smashlt2's policies, rules and regulations, for any conduct that is viewed as unsafe or inappropriate, or for any other reason whatsoever, whether disclosed or not. While using Smashlt2's services, equipment, and facilities, I consent to Smashlt2 capturing any form of media containing my image, be it photo or video, and agree that any such media may be used for any and all purposes that Smashlt2 deems appropriate in its sole and absolute discretion. Smashlt2 may add my email address to their mailing list for Smashlt2 updates and promotions.**

**This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death or incapacity. By**

**signing this agreement, I waive the right to bring a court action to recover damages or obtain any other remedy for any injury to myself or death, or any damages to my property, however caused, arising out of my use of or movement in or throughout SmashIt2's services, equipment, and facilities, now or any time in the future, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including SmashIt2. I agree to pay for any and all reasonable attorneys' fees and expenses incurred by SmashIt2 as a result of any claims made by me or on my behalf in contravention of this agreement.**

**I am at least 18 years of age and legally competent to sign this agreement. This Assumption of Risk, Release and Indemnification shall be effective and binding upon me and upon my assigns, heirs, representatives, executors and administrators. If I am under the age of 18 and at least 13, this release must also be signed and filled out below by my parent or guardian.**

**My participation in this activity is purely voluntary, and I elect to participate in spite of the risks described herein. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or I will otherwise agree to bear the costs of such injury or damage. I further certify that I have no medical or physical conditions which interfere with my ability to participate safely in the use of SmashIt2's services, equipment, and facilities, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.**

**I agree that the validity and enforceability of this release of liability and assumption of risk will be governed by the laws of the State of Massachusetts, without regard to its conflict of law rules, and venue for any proceedings regarding this agreement shall be in the state courts located in Worcester County, Massachusetts. 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.**

**I have had sufficient opportunity to read this entire document, as well as the opportunity to ask questions about this document if I have any. By signing this agreement, I acknowledge that if anyone is hurt or property is damaged while I am on the premises, I may be found by a court of law to have waived my right to maintain a lawsuit against SmashIt2's, as well as its members, managers, officers, directors, owners, employees, agents and contractors, on the basis of any claim from which I have released them herein.**

**Participant's Signature:** \_\_\_\_\_

**Participant's Name (Print):** (Participants 18 years and older must sign)

\_\_\_\_\_

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

**PARENT'S ADDITIONAL ASSUMPTION OF RISK, RELEASE, AND  
INDEMNIFICATION TO BE READ AND SIGNED BY PARENT OR LEGALLY  
APPOINTED GUARDIAN OF MINOR**

**In consideration of the above minor, being permitted by Smashlt2 to participate in its activities and to use its services, equipment, and facilities, I, hereby agree to release Smashlt2 from any and all Claims resulting from the aforementioned minor's participation in or use of Smashlt2's services, equipment, and facilities and have described the risks and dangers of these activities to the minor, who chooses to participate in spite of the risks. I am familiar with and consent and agree to the terms and provisions set forth in this Assumption of Risk, Release and Indemnification, and I agree to all of its terms and conditions on behalf of myself and the aforementioned minor for whom I am signing.**

**Parent's Signature:** \_\_\_\_\_

(Or Legal Court Appointed Guardian)

**Parent's/Guardian's Name:** \_\_\_\_\_