

“GOTCHA” Play/Party

AGREEMENT

Please read this agreement carefully. It must be read and signed by any adult prior to participating in a “Gotcha” event at TPA CQBattlehouse, LLC (hereinafter “CQBattlehouse.”) If the participant is a minor, this agreement must be signed on the minor’s behalf, by the minor’s parent or legal guardian.

In consideration for participating in a “Gotcha” event at CQBattlehouse I acknowledge and agree as follows:

I. ACTIVITIES:

“Gotcha” is a shooting activity which uses “Valken Gotcha” guns to shoot low impact, soft, foam-filled ammo. The brightly colored “Gotcha” ammo is non-toxic, environmentally friendly and can be easily swept away. The spring powered “Valken Gotcha” guns shoot up to 100+ feet and are very accurate up to 50 feet.

II. RISKS:

The risks of participating in a “Gotcha” event at CQBattlehouse, include, but are not limited to the following:

- A “Gotcha” event is physically and mentally intense and may require extreme exertion to play;
 - Bodily Injury to yourself and others;
 - Death;
- Slips, trips and falls, as well as other common physical hazards;
- Colliding with other participants, man-made structures and natural structures;
- Malfunction and failure of equipment used in the “Gotcha” event including, but not limited to, _____;
- The use and misuse of equipment used in the “Gotcha” event including, but not limited to, _____;
- Overexertion and the aggravation of preexisting injuries and medical conditions;
- The NEGLIGENCE of other persons, including other participants; CQBattlehouse, its owners, members, successors, subsidiaries, managers, agents, servants and/or employees, owners and operators of the premises used to conduct the event and each of them, their officers, directors, agents and employees; and independent contractors assisting in the “Gotcha” event.

I understand that the risks described above, and others, are inherent in a “Gotcha” event; that is, they cannot be eliminated without jeopardizing the essential quality of the “Gotcha” event.

III. WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AGREEMENT

I, on behalf of myself, my heirs, legal representatives, successors executors, administrators and assigns (hereinafter “Releasor”), in consideration for being allowed by CQBattlehouse to participate in a “Gotcha” event hereby waive, release and relinquish the “Releasees” from any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death, whether in law or in equity, occurring to Releasor, arising out of participation in the “Gotcha” event and/or activities incidental thereto, whenever or however they occur and for

such period said activities may continue, and by this agreement any such claims, rights, and causes of action that Releasor (and Releasor's parent(s) or legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and Releasor (and parent(s)/ guardian(s), if applicable) does(do) so on behalf of my/our and Releasor's heirs, legal representatives, successors executors, administrators and assigns. "Releasees" include CQBattlehouse, its owners, members, successors, subsidiaries, managers, agents, servants and/or employees, owners and operators of the premises used to conduct any "Gotcha" event and each of them, their officers, directors, agents and employees.

Releasor (and Releasor's parent(s)/ guardian(s), if applicable) acknowledge, understand and assume all risks relating to the "Gotcha" event, and understand that the "Gotcha" event involve risks to Releasor's person including bodily injury and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. These risks and dangers may be caused by the NEGLIGENCE of the Releasor or the NEGLIGENCE of others, including the "Releasees" identified below. These risks and dangers include, but are not limited to, those set forth in Section II above. I/We further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Releasor (and Releasor's parent(s)/guardian(s), if applicable) acknowledge, understand and agree that all of the risks and dangers described throughout this agreement, including those caused by the NEGLIGENCE of Releasor and/or others, are included within the waiver, release and relinquishment described in the preceding paragraph.

Releasor (and Releasor's parent(s)/guardian(s), if applicable) acknowledge, understand and assume the risks, if any, arising from the conditions of CQBattlehouse and related premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on NEGLIGENCE) against the Releasees arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said CQBattlehouse and related premises and for the failure to warn of dangerous conditions existing at said CQBattlehouse and related premises, for NEGLIGENCE selection of certain Releasees, or NEGLIGENCE supervision or instruction by Releasees.

Releasor (and Releasor's parent(s)/guardian(s), if applicable) agree if any claim for Releasor's personal injury, property damage or wrongful death is commenced against Releasees, he/she shall defend, indemnify and save harmless Releasees from any and all claims or causes of action by whomever or wherever made or presented for Releasor's personal injuries, property damage or wrongful death including all defense costs, fees, settlements, judgments and the like, and attorney fees.

It is the purpose of this agreement to exempt, waive and relieve Releasees from liability for personal injury, property damage, and wrongful death, including if caused by NEGLIGENCE, including the NEGLIGENCE, if any, of Releasees. Releasor (and Releasor's parent(s)/guardian(s), if applicable) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of Releasees, that they are fully advised of the potential dangers of event and understand these waivers and releases are necessary to allow the "Gotcha" event to exist in its present form.

IV. OTHER:

I acknowledge and agree that I am fit both physically and mentally to participate in the "Gotcha" event.

I acknowledge and agree that eye protection and other safety equipment provided by CQBattlehouse shall be worn at all times within the gaming arena.

I acknowledge and agree that failing to comply with any rules of the "Gotcha" event, whether stated verbally or in writing, will result in ejection from the "Gotcha" event and no refunds will be offered.

I acknowledge and agree that the instructions of the CQBattlehouse agents, servants and/or employees; and/or independent contractors assisting in the "Gotcha" event, shall always be followed.

I acknowledge and agree that climbing on any of the structures or barriers used in the "Gotcha" event is prohibited.

I acknowledge and agree that I cannot participate in the "Gotcha" event if I consumed any alcohol within the twenty four (24) hour period prior to the "Gotcha" event.

I consent to the production and use by CQBattlehouse of any photographs, videos, audio recordings or other media obtained during the "Gotcha" event for advertising or other purposes. I release CQBattlehouse, its agents, servants and/or employees and any independent contractors assisting in the "Gotcha" event from any claim of violation of any personal and/or proprietary right I or the minor may have in connection with such representation or use.

I agree that every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

I know that by signing this agreement, I am giving up legal rights, and freely choose to sign this agreement. I have been given adequate time to consider this agreement and to negotiate revisions.

I HAVE READ AND UNDERSTOOD THIS ENTIRE DOCUMENT. I HAVE NOT BEEN FORCED TO SIGN THIS AGREEMENT UNDER DURESS OR TIME CONSTRAINTS. I HAVE BEEN GIVEN AN OPPORTUNITY TO SPEAK WITH A REPRESENTATIVE OF THE RELEASEES TO DISCUSS ANY QUESTIONS THAT I MIGHT HAVE.

Name of Participant: _____

Signature of Participant: _____

Date: _____

CONSENT AND RELEASE OF PARENT OR LEGAL GUARDIAN

I am the parent or legal guardian of _____ (Child). My Child is fit for the "Gotcha" event and I consent to my Child's participation in the "Gotcha" event.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT. In consideration of allowing my Child to participate in the "Gotcha" event, I consent to the agreement and agree that **ALL OF IT'S TERMS, INCLUDING THE WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AGREEMENT, SHALL LIKEWISE BIND ME AND MY CHILD.**

Name of Parent or Legal Guardian: _____

Signature of Parent or Legal Guardian: _____

Date: _____