

# JasTag Waiver

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

I understand that the sport of laser tag and associated activities, including but not limited to, running, jumping, crawling, walking, moving through dark and unlit spaces, collisions (hereafter “laser tag activities”), involve inherent and other risks of injury and death. **I voluntarily agree to expressly assume all risks of injury or death** that may at any time result from any and all such laser tag activities organized or promoted by JasTag and Laser Tagging, Inc.

**I AGREE TO RELEASE** JasTag and Laser Tagging, Inc. and its owners, affiliates, insurers, employees, attorneys, agents, representatives, successors-in-interest, and assigns (collectively “Providers”) from all liability for injury, death, and property loss and damage that results from the participant’s participation in laser tag activities organized by JasTag and Laser Tagging, Inc., including all liability that results from the negligence or gross negligence of such Providers, or any other person or cause. This includes all activities available at JasTag, including bumper cars, etc.

**I understand that participation carries with it certain inherent risks and dangers that cannot be eliminated regardless of the care taken to avoid accidents, injury, or death. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. I hereby assert that my participation is voluntary and that I knowingly assume all such risks including serious injury or death.**

I further agree to defend and indemnify Providers for all loss and damage (including, without limitation the reimbursement of the fees and expenses of attorneys and expert witnesses) arising from claims or lawsuits for personal injury, illness, death, property loss and damage or other losses or damages arising from or related to my participation in all laser tagging activities associated with the laser tag activities organized by JasTag and Laser Tagging, Inc. I understand losses include, without limitation reimbursement of Providers for the fees and expenses of Providers serving as witnesses, preparing for trial, or participating in any proceedings.

This agreement is binding upon the participant’s heirs, executors, administrators, and assigns. I acknowledge that the laws of the State of California govern this agreement. I further agree that any action involving parties or issues relating to or arising out of this agreement must be instituted and prosecuted in the Superior court for Santa Clara County, California. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

**I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law.**

**I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS AGREEMENT AND RELEASE OF LIABILITY FOR JASTAG AND LASER TAGGING, INC. I FURTHER AGREE TO THE CODE OF CONDUCT AND THE COVID ADDENDUM BELOW.**

Participant’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Parent/guardian:** If participant is a minor, I verify that I am the parent or guardian of the minor, and I have authority to enter into this agreement and release liability on behalf of the minor.

Parent/guardian’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

## **PLAYERS CODE OF CONDUCT**

- (1) \_\_\_\_\_ *Initial here.* I agree to play according to the rules as instructed by the staff of JasTag
- (2) \_\_\_\_\_ *Initial here.* I accept full responsibility for damage to JasTag premises, facilities and/or equipment caused by me.
- (3) \_\_\_\_\_ *Initial here.* I agree to inform JasTag staff of any medical condition or treatment that I have, prior to participating.

## **COVID ADDENDUM TO THE PLAYERS CODE OF CONDUCT**

- (1) \_\_\_\_\_ *Initial here.* I will practice social distancing and maintain at least 6 (six) feet between individuals in all areas.
- (2) \_\_\_\_\_ *Initial here.* I consent to having my temperature and/or my minor child's temperature checked when entering the JasTag facility.
- (3) \_\_\_\_\_ *Initial here.* I will ONLY visit the JasTag facility if I feel well, and do not have symptoms of COVID-19, such as coughing, sneezing, shortness of breath or fever.
- (4) \_\_\_\_\_ *Initial here.* I will NOT visit the JasTag facility if someone I live with or have visited recently has been diagnosed with or is suspected of having COVID-19.