

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in the activities as described below (hereinafter collectively referred to as "activities"), and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence, Game Craze LLC and its owners, directors, officers employees, agents, volunteers, participants, and all other person or entities acting for them (hereinafter collectively referred to as "Releases"), on behalf of myself and my children, parents, heirs, assigns; personal representatives and estate as well as any other parties that participate in the activities during the agreed rental period, and also agree as follows:

Activities: Mechanical Bull

1. I acknowledge that the activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death and property damage. Risks include, but are not limited to 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 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 Releases. 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 medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releases from any and all cases, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims rising from intentional conduct. Should Releasee 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 condition which could interfere with my safety in this activity, 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.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state 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.

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

If the rider is 18 or older:

Rider Name Printed _____

Date: _____

If the rider is under 18:

Rider Name Printed _____

Date: _____

Parent or Guardian Name Printed _____

Date: _____

Signature of Parent or Guardian _____

Date: _____