

Controlled-Kaos

Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement

By signing this document, you will waive certain legal rights, including the right to sue. PLEASE READ CAREFULLY.

As Consideration for being allowed to enter the play areas, use the equipment, services and/or Participate in any party and/or program at **Controlled-Kaos** the undersigned, on his or her behalf, and/or on the behalf of the Participant(s) identified below, acknowledges, appreciates, understands, and agrees to the following:

I represent that I am of legal age and am executing this agreement on my behalf and/or that I am the parent or legal guardian of the Participant(s) named below and am executing this agreement on their behalf.

I acknowledge that I have read, viewed or heard the rules governing my participation and/or my child/ward's participation in any activity at **Controlled-Kaos**. I certify that I understand and have explained the **Controlled-Kaos** Rules to my child/ward. I understand that **Controlled-Kaos** Rules have been implemented for the safety of all participants at **Controlled-Kaos**, including myself and/or my child/ward. I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child/ward from **Controlled-Kaos**. I voluntarily agree to comply with all stated and customary terms, posted safety signs, rules, and verbal instructions from **Controlled-Kaos** staff. I agree to review and comply with the safety rules and if I observe any unsafe condition, I will bring it to the attention of the staff of **Controlled-Kaos**.

I agree to hold harmless and indemnify **Controlled-Kaos** from any and all liability for any property damage or personal injury to any third party resulting from my use of **Controlled-Kaos** equipment. I also agree to indemnify and fully compensate **Controlled-Kaos** for any property damage I cause to **Controlled-Kaos** property, including but not limited to **Controlled-Kaos** virtual reality equipment, inflatables, arcade games, vending machines, miniature golf course resulting from my use of **Controlled-Kaos** facilities and/or equipment. Furthermore, should **Controlled-Kaos** or anyone acting on its behalf be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold **Controlled-Kaos** harmless from all such fees and costs.

I acknowledge and understand that there are inherent risks involved in using inflatable equipment and other play equipment, including all equipment at **Controlled-Kaos**. These risks include but are not limited to contusions, fractures, scrapes, cuts, bumps, joint or back injury, paralysis and death. I represent to the best of my knowledge that I and/or the participant is physically sound and does not have any medical conditions that would be aggravated by using play equipment. I, for myself and the Participant(s) named, willingly assume the risks associated with participation and accept that there are also risks that may arise due to OTHER PARTICIPANTS which I also willingly assume.

I, for myself, my heirs, personal representatives, assigns and next of kin agree to hold harmless, release, waive and indemnify the owner of **Controlled-Kaos**, **KIW Enterprises** their predecessors, parent, subsidiaries and affiliates, officers, and employees, and other guests or sponsoring agencies from liability from any and all claims resulting in personal injury, accidents, illnesses, fatality, or property loss, and do hereby release, waive, discharge, and covenant not to sue **KIW Enterprises dba Controlled-Kaos** and any of their agents, affiliates, officers, members, employees. If there are any disputes regarding this agreement, I on behalf of myself and/or my child/ward hereby waive any right I and/or my child/ward may have to a trial and agree that such dispute shall be brought within one (1) year of the date of this Agreement and will be determined by binding arbitration before one arbitrator under the laws of Nevada. I further agree that the arbitration will take place solely in the state of Nevada and that the substantive law of Nevada shall apply. If, despite the representations made in this agreement, I or anyone on behalf of myself and/or my child/ward file or otherwise initiate a lawsuit against **Controlled-Kaos**, in addition to my agreement to defend and indemnify **Controlled-Kaos**, I agree that any litigation involving the parties to this agreement shall be brought solely within the State of Nevada and shall be governed by the laws of the State of Nevada.

I give my permission to **Controlled-Kaos** and its staff to obtain on my behalf any emergency medical treatment. In case of sickness, accident or injury, **Controlled-Kaos** and its staff has my express permission to secure, **AT MY EXPENSE**, such medical treatment as is deemed necessary in the sole discretion of **Controlled-Kaos** and its staff.

I further grant **KIW Enterprises dba Controlled-Kaos** the right to photograph, videotape and/or record me and/or my child/ward and to use my or my child/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation, limitation or compensation.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Full payment of all applicable fees is required by the User in advance of use of the Services and Equipment. A full refund will be issued for all reservations cancelled at least forty-eight (48) hours in advance of a scheduled booking. Users who cancel their reservation less than forty-eight (48) hours in advance of a scheduled booking will forfeit all fees paid and shall not be entitled to a refund.

Controlled-Kaos offers a variety of Virtual Reality software titles with a range of genres and ratings. **Controlled-Kaos** staff can provide helpful recommendations regarding content, but it is the sole responsibility of the parent / guardian of any patron under the age of eighteen (18) to ensure that the content selected by them is deemed appropriate.

By my signature below, I acknowledge that I have read and agree to all statements contained in this document and it includes all names listed below. This waiver and release shall stay in effect for ninety (90) days effective the date below.

GUEST NAME #1 _____ DATE OF BIRTH _____

GUEST NAME #2 _____ DATE OF BIRTH _____

GUEST NAME #3 _____ DATE OF BIRTH _____

GUEST NAME #4 _____ DATE OF BIRTH _____

GUEST NAME #5 _____ DATE OF BIRTH _____

Adult/Parent/Guardian: _____ (Signature): _____
(Please Print)

Address: _____ City/State: _____ Zip: _____

Date: _____ Emergency Contact: _____ Phone #: _____

(Optional) Please fill out the information below to receive discount offers, special events, and Controlled-Kaos news.

Email Address: _____ **Phone #:** _____