

RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION
AGREEMENT

(ADULT)

This document affects your legal rights: read it carefully before signing and indicate that you are reading where required.

I have chosen to participate in a Rage Room owned and operated by Rocky Top Rage Room, LLC. My use of the Rage Room facility (the "Facility") shall include my participation in inherently dangerous activities such as (but not limited to) throwing and breaking items, some of which may be hard and/or heavy, and some of which may be made of glass, ceramic, pottery, or other materials which, when broken, produce sharp pieces and/or shards. I understand and agree that my participation in the Rage Room is an inherently dangerous activity, and I agree to assume all risk associated therewith. Therefore, in consideration of Rocky Top Rage Room, LLC permitting me to use their Facility and participate in Rage Room activities, I agree to the following terms and conditions:

1. **Inherently Dangerous Activity, Risks:** I understand that my use of the Facility to participate in the Rage Room (hereafter "my Participation") is inherently dangerous and that I may be exposed to dangers and hazards including but not limited to: exposure to broken glass, ceramic, and other sharp materials that may stab or cut me, objects that may bounce back and hit me when thrown, potential injury from the act of hitting and/or kicking solid objects, potential injury from the act of throwing objects (including but not limited to injury as a result of being hit by a flying object), potential injury from the act of hitting and/or breaking objects, and other potential injuries that may result from acting out aggression in this manner. I understand and agree that if my Participation includes participating in these activities with another person or other people, the likelihood that one or both of us may become injured is increased. To prove I am carefully reading this I will now draw a circle in the bottom left corner of this page. I understand and agree that if my Participation includes participating in these activities with another person or other people, the actions of the other person or people may injure me, I may injure the other person or people, and because we are acting out in an aggressive manner, a fight may break out between or among us. These are all risks of which I am aware and for which I freely assume all liability.

2. **Assumption of Risks.** I hereby freely assume any and all risks associated with my Participation, including but not limited to all dangers, hazards, and risks specifically listed in Paragraph 1 above as well as any and all other risks not listed that are part of my Participation, and any and all harm, injury or loss that may occur to me or my property as a result of my Participation. To prove I am carefully reading this and agree to assume all risks, I will now underline the bold text at the beginning of this paragraph that reads “Assumption of Risks.” In assuming all risks associated with and included in my Participation, I also assume all risk of any and all injury or loss caused by the negligence of Rocky Top Rage Room, LLC, its employees, agents, officers, contractors, and licensees as well as the negligence of other Rage Room participants. I further assume any and all risks of injury and/or loss associated with or resulting from objects, fixtures, and equipment located inside the Facility regardless of whether such objects, fixtures, and equipment are or are not faulty. I understand and agree that all objects, fixtures, and equipment inside the Facility are provided without any warranty, express or implied. I specifically waive warranties of merchantability, non-infringement, title, and fitness for a particular purpose.
3. **Hold Harmless, Release.** I fully release and hold harmless Rocky Top Rage Room, LLC, its employees, agents, officers, contractors, and licensees from and against any and all claims or liability of whatsoever kind or nature arising out of or in connection with my Participation, except in the case of gross negligence, recklessness, or intentional conduct.
- I hereby release Rocky Top Rage Room, LLC, its employees, agents, officers, contractors, and licensees from all liabilities, causes of action, claims, and demands that arise in any way from any injury, death, loss, or harm that occur to me during my Participation or that relate in any way to my Participation.** I further release Rocky Top Rage Room, LLC, its employees, agents, officers, contractors, and licensees from any and all injury, death, loss, or harm that occurs to any other person or to any property during my Participation or that is in any way related to my Participation. My release includes but is not limited to claims for negligence of Rocky Top Rage Room, LLC, its employees, agents, officers, contractors, and licensees and claims for strict liability for abnormally dangerous activities. I also agree **NOT TO SUE** or make any claim of any kind or nature against Rocky Top Rage Room, LLC, its employees, agents, officers, contractors, and licensees for death, injury, loss, or harm of any nature that occurs during my Participation or is in any way related to my Participation. I hereby forever waive and disclaim any and all present and future claims against Rocky Top Rage Room, LLC, its employees, agents, officers, contractors, and licensees for death, loss, or injury associated with my Participation or for any death, loss, or injury that occurs at the Facility except in the case of gross negligence, or intentional, or reckless conduct. To prove I am carefully reading this and agree to the release of liability, I will now write my initials at the end of this sentence.

4. **Indemnification.** I promise to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** Rocky Top Rage Room, LLC, its employees, agents, officers, contractors, and licensees against any and all claims for their own negligence, claims for my own negligence, claims for the negligence of others, and any and all other claim arising from my Participation and/or use of the Facility. To prove I am carefully reading this and agree to the indemnification, I will now draw an X in the upper right corner of this page. If any such claims are made against Rocky Top Rage Room, LLC, its employees, agents, officers, contractors, and licensees in connection with my Participation, I will reimburse Rocky Top Rage Room, LLC, its employees, agents, officers, contractors, and licensees for any and all damages, reasonable settlements, and defense costs (including but not limited to court costs and attorney fees). I agree that in the event of my death, all terms of this Release of Liability, Assumption of Risk, and Indemnification Agreement shall be binding on my estate, and my personal representative, executor, administrator, and/or guardian shall be obligated to respect and enforce them.
5. **Facility Rules.** I agree to follow Rocky Top Rage Room, LLC's rules for using the Facility, including but not limited to heeding any and all warnings posted at the Facility. I agree to read any and all such rules carefully (as I am doing with this document, which is why I will now draw a square box around the X I previously drew) and to abide and be bound by them. Because I am assuming any and all liability associated with my Participation, I hereby waive any and all claims against Rocky Top Rage Room, LLC, its employees, agents, officers, contractors, and licensees for insufficient warning, failure to warn, or any similar causes of action and/or claims.
6. **Image Release:**
I hereby grant the Rocky Top Rage Room, LLC permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.
I understand and agree that all photos will become the property of the Rocky Top Rage Room, LLC and will not be returned.
I hereby irrevocably authorize the Rocky Top Rage Room, LLC to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo. To prove I am carefully reading this I will now draw a triangle in the bottom left corner of this page.
I hereby hold harmless, release, and forever discharge the Rocky Top Rage Room, LLC from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

[Signature on following page]

7. **Miscellaneous.** Tennessee law governs this Release of Liability, Assumption of Risk, and Indemnification Agreement and Knox County, Tennessee is the proper venue for any dispute arising hereunder or otherwise arise out of my Participation. In the event any provision of this Release of Liability, Assumption of Risk, and Indemnification Agreement shall be deemed invalid or unenforceable such invalid or unenforceable provision shall be modified to the slightest extent to make it enforceable and the remaining provisions shall remain valid and enforceable, each provision being severable. No waiver by Rocky Top Rage Room, LLC of any right or remedy hereunder shall be deemed to constitute a waiver of any subsequent breach by me. I am even carefully reading this part, to prove it, I will now circle the number 7 beside the word "Miscellaneous." Captions are for convenience only and do not in any way limit or amplify any terms or provisions.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT, AND IMAGE RELEASE BEFORE SIGNING IT. ROCKY TOP RAGE ROOM, LLC HAS SATISFACTORILY ANSWERED ANY QUESTIONS I MAY HAVE. NO ONE HAS MADE ANY ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS FOR ME TO SIGN THIS DOCUMENT APARTM FROM WHAT IS CONTAINED HEREIN. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Signature of Participant: _____

Participant print name: _____

Date: _____

Participant Date of Birth: _____