

**THIS IS A RELEASE OF LIABILITY – READ BEFORE SIGNING**

**TACTICAL ACTION GAMES LLC**

**RISKS AND HAZARDS STATEMENT OF UNDERSTANDING AND RELEASE, Page 1 of 6**

RE:

Release executed by undersigned (herein “Releasor”) to Joshua M. Uda and Tactical Action Games LLC of address 209 N. 1200 W. Suite 102, Orem, Utah 84057, and the aforementioned entities’ officers, agents, employees, volunteers, heirs, executors, administrators, legal representatives, and assigns (herein collectively the “Releasees”)

Releasor expects and intends to participate in action-pursuit gaming, laser tag, and related activities (herein “the Activity”) to be facilitated by Tactical Action Games LLC (herein “the Company”) following the execution of this Risks and Hazards Statement of Understanding and Release (herein “the Agreement”).

In consideration of being permitted to participate in the Activity, run and/or operated by the Releasees, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Releasor agrees as follows:

1. STATEMENT OF UNDERSTANDING

- a. Releasor understands and acknowledges that specific risks of injury to person and/or property exist and are associated with the Activity, including risks related to travel hazards, terrain, weather, and other circumstances.
- b. Releasor understands and acknowledges that the risk of injury from the Activity and equipment of the Activity is significant, including potential for permanent disability and death, and while particular protective equipment, preventative measures, and personal discipline could reduce this risk, the risk does exist.
- c. Releasor understands and acknowledges that the Activity could have but is not limited to the following risks:
  - i. That the Activity may take place in a non-controlled environment that could present significant physical hazards, e.g., *Fall Hazards: pits, drop-offs, bodies of water; Trip/Slip Hazards: debris, roots, curbs, sprinkler heads, hoses, ice, wet surfaces; Collision Hazards: barbed wire, low branches, etc.*, which can cause serious physical injury, permanent disability, and death.
  - ii. Releasor understands and acknowledges that law enforcement officers and/or armed civilians might use lethal and/or non-lethal force against the Releasor.
  - iii. Releasor understands and acknowledges that the Activity is physically and mentally intense and may aggravate, complicate, or cause adverse medical and/or mental conditions.
- d. Releasor understands and agrees that he/she will be personally responsible for any medical costs incurred during the Activity. Releasor understands that he/she should arrange for appropriate personal health insurance coverage, *i.e., medical insurance, student health insurance, etc.*, during the period of the Activity.
- e. Releasor understands and agrees that during the Activity, he/she will be under the direction of the instructor or director approved by the Company and specifically agrees to comply with all reasonable directions and instructions by the instructor or director during the course thereof. Releasor, before participating in the Activity, must complete safety training. Releasor understands all rules and warnings apply during training. Releasor further agrees to abide by all provisions of “Tactical Action Games Code of Conduct.” (See Exhibit A)

2. ASSUMPTION OF RISK

- a. Releasor knowingly and freely assumes all risks, both known and unknown, even arising from the negligence of those persons released from liability herein.

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**RISKS AND HAZARDS STATEMENT OF UNDERSTANDING AND RELEASE, Page 2 of 6**

**3. RELEASE OF LIABILITY**

- a. Releasor has read and fully understands this Agreement and releases and discharges the Releasees from all liability for or by reason of any damage, loss or injury to person or property, even injury resulting in the death of the Releasor, which has been or may be sustained in consequence of Releasor's participation in the Activity, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Releasees.

**4. INDEMNIFICATION**

- a. Releasor understands and acknowledges that the Company is a caterer to the Activity and is not the organizer of the Activity.
- b. Releasor understands and acknowledges that the Releasees assume no liability for personal injuries or property damages to Releasor and/or to third parties arising out of the Activity, except to the extent that such liability is imposed by law.
- c. Releasor agrees to indemnify and to save harmless, the Releasees from any claim of liability arising out of the acts or negligence of the Releasor and/or Releasees during the Activity, subject to any limitations or restrictions against such indemnification that are imposed by law.

**5. ACKNOWLEDGEMENTS**

- a. Releasor acknowledges that he/she does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent him/her from participating in the above mentioned activity, and, if required, will obtain a medical examination and clearance.
- b. Releasor hereby acknowledges that he/she has received and read "Tactical Action Games Code of Conduct" and agrees to abide by all provisions of same.
- c. Releasor hereby acknowledges that he/she has read this Agreement, that he/she fully understands same, and he/she is freely and voluntarily executing same.
- d. Releasor hereby acknowledge that he/she has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.
- e. Releasor understands that by signing this Agreement, he/she will be forever prevented from suing or otherwise claiming against the Releasees for any property loss or personal injury that Releasor may sustain while participating in or preparing for the Activity.
- f. Releasor understands that this Agreement is binding on him/her, Releasor's spouse, Releasor's heirs, Releasor's executors, administrators, personal representatives and assigns.
- g. Releasor understands that he/she would not be permitted to participate in the Activity unless he/she had read and signed this Agreement.

**6. SEVERABILITY**

- a. If any provision of this Agreement shall be determined, by a court having jurisdiction, to be invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected but shall continue in full force and effect as though such invalid, illegal or unenforceable provision were not originally part of this Agreement.

**7. CHOICE OF LAW**

- a. This Agreement will be construed in accordance with and governed by the laws of the State of Colorado and is acknowledged by the Releasor to be as broad and inclusive as permitted by the laws of this jurisdiction.

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RISKS AND HAZARDS STATEMENT OF UNDERSTANDING AND RELEASE, Page 3 of 6

8. ENTIRE AGREEMENT

- a. This Agreement contains the entire agreement between the parties to this release, and the terms of this release are contractual and not a mere recital.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEE(S).**

PRINT NAME	RELEASOR'S SIGNATURE	DATE SIGNED
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### **TACTICAL ACTION GAMES LLC**

## **RISKS AND HAZARDS STATEMENT OF UNDERSTANDING AND RELEASE, Page 6 of 6**

### **Exhibit A: Tactical Action Games Code of Conduct**

#### **RESTRICTIONS:**

- Do not touch another player or his/her equipment.
- Do not brandish your infrared transmitter at any person not participating in the game.
- Do not climb trees. Players may use trees as cover.
- Do not run except on well-lit, open (20ft clearance in all directions), groomed, terrain.
- Do not jump on to, off of, over, or under any obstacle.
- Do not climb.
- Do not leave the boundaries of the designated playing area.
- Do not go within 50 feet of a public street.
- Do not go within 10 feet of other players, parked vehicles, windows, gardens/flower beds, bodies of water, or any other damageable property or possible hazard.
- Do not bring alcohol or any other illegal substance to the game.
- Do not bring real or fake weapons to the game, including but not limited to knives, firearms, pepper spray/mace, stun guns, and batons.
- Do not bring any other foreign objects to the game. Binoculars, FRS radios, and flashlights might be permitted under certain circumstances. Necessary personal items such as cell phones, wallets, keys, etc. can be left with the instructor in a small safe.
- Do not wear a hood or any gang-related paraphernalia.
- Do not behave in any other unspecified way that might cause risk of injury or damage to self, others, or surroundings.

#### **REQUIREMENTS:**

- Players must complete the Waiver and Release Form before participating.
- Players must be properly dressed for conditions of weather and terrain, and must have closed-toed, athletic shoes with good traction.
- Players must follow all instructions given by the instructor.
- Players must always hold the infrared transmitter with two hands.
- Players must immediately report injuries, hazards, or breach of rules to the instructor.
- Players must return all equipment before leaving the game.
- If encountering a member of the public in the game area, players must stop and explain what they are doing, answer any questions, and inform the instructor and other players nearby of the bystander's presence.

#### **SPECIAL INSTRUCTIONS:**

If a player encounters a police officer or if the instructor blows the whistle three (3) times, players must immediately:

1. Stop moving. Do not shout.
2. Immediately DROP infrared transmitter to the ground.
3. Do not move hands, arms, or bend over to place infrared transmitter on the ground.
4. Hold still and wait for instructions. Do not put hands in the air or on head unless instructed to do so.
5. Follow instructions exactly
6. Explain in a calm voice that you are playing Laser TAG with TOY guns and other players are still in the area.

#### **Encountering an officer continued...**

**What to expect:** Event organizers are required to notify local law enforcement of your game in advance. In the rare event that police are called to the scene, they should contact the organizer of the event before responding. If officers do respond, they will not likely have weapons drawn; however, they might draw weapons if they perceive a threat. Our infrared transmitters are marked with blaze orange tips and do not resemble real guns. Officers have been trained to look for the orange marking and identify targets before engaging. They are also trained to give instructions to armed assailants before taking further action; however, accidents can happen under even the best circumstances. If players follow the instructions above, they will minimize the risk of alarming an officer. Even after identifying the infrared transmitter as harmless, do not be alarmed if you are placed on the ground, searched, and questioned before being released. This is simply standard procedure.

**What to know:** Laser TAG is neither illegal, nor is it restricted or regulated by any law or code. Legally, the activity of Laser TAG must be treated the same as using a remote control, and even less severely than using a water gun, which is classified as a projectile weapon. Unlike Paintball and Air-Soft, our Laser TAG guns are not classified as firearms, nor are they classified as imitation firearms since they are not replicas of any firearm produced since 1898. All toy, look-alike, and imitation firearms must be marked with a blaze orange marking covering a minimum of six millimeters from the end of the barrel. Our infrared transmitters are properly marked; however, pointing any toy, look-alike, or replica firearm at an officer or armed civilian may be considered a threatening gesture. Many police officers have taken an interest in our sport and participate on a regular basis. They have been kind enough to help us develop the guidelines for safe operation of our business. With that in mind, we urge our customers to understand that all of the RESTRICTIONS and REQUIREMENTS of our Code of Conduct are extremely important and must be followed exactly to ensure a safe and enjoyable experience. Thank you for your cooperation, and for your business.