



## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

NOTE: PLEASE READ CAREFULLY BEFORE SIGNING.

**PARTICIPANT FULL NAME:** \_\_\_\_\_

**BIRTHDATE:** \_\_\_\_\_ **CONTACT NO-** \_\_\_\_\_ **EMAIL ADDRESS:** \_\_\_\_\_

**EMERGENCY CONTACT:** \_\_\_\_\_

**CONTACT NUMBER:** \_\_\_\_\_ **EMAIL ADDRESS :** \_\_\_\_\_

### DEFINITIONS OF TERM

RELEASEES REFERS TO THE SMASH ROOM OWNERS, DIRECTORS, OFFICERS, AGENTS, GUIDES, REPRESENTATIVES, VOLUNTEERS, SUBCONTRACTORS, SPONSORS, SUCCESSORS AND ASSIGNS.

### ASSUMPTION OF RISKS

I DO HEREBY AFFIRM AND ACKNOWLEDGE THAT MY PARTICIPATION IN THE SMASH ROOM IS PURELY VOLUNTARY AND THAT I AM AWARE THAT RELATED ACTIVITIES, USAGE OF SMASHING SERVICES, EQUIPMENT AND FACILITY CAN BE DANGEROUS. I UNDERSTAND THAT THE ACTIVITY IS NOT RECOMMENDED FOR ANY PERSON SUFFERING FROM SERIOUS MEDICAL CONDITION NOT LIMITED TO ASTHMA, EPILEPSY, CARDIO/RESPIRATORY DISORDER, HYPERTENSION, OR SKELETAL, JOINT OR LIGAMENT PROBLEMS OR CONDITIONS, AND CERTAIN MENTAL ILLNESSES. WOMEN WHO ARE PREGNANT OR SUSPECT THEY ARE PREGNANT, AND PERSON WHO HAVE CONSUMED ALCOHOL OR PROHIBITED DRUGS, ARE NOT RECOMMENDED TO ENGAGE IN ANY ACTIVITY OR SERVICES OFFERED BY THE SMASH ROOM. DISCLOSURE OF ANY MEDICAL CONDITION AND PHYSICAL CONDITION WHICH PUTS ME AT OR INCREASE MY RISK IS HIGHLY REQUIRED. OTHERWISE, I WILL TAKE FULL RESPONSIBILITY OF ANY UNWANTED CONSEQUENCES. I DECLARE THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO ASK ANY QUESTION OR CONCERN REGARDING THE FACILITY AND ACTIVITY AND HAVE FULL KNOWLEDGE OF THE EXTENT OF THE RISKS AND HAZARDS IN MY PARTICIPATION TO ANY SERVICES FACILITATED BY OR IN THE SMASH ROOM, USAGE OF THEIR OWN OR MY EQUIPMENT AND FACILITIES WHICH MAY INCLUDE BUT ARE NOT LIMITED TO:

1. ANY AND ALL MANNER OF INJURY, POTENTIAL OF ANY TEMPORARY OR PERMANENT DISABILITY, MAJOR TO MINOR ACCIDENT AND EVEN POSSIBILITY OF DEATH FROM THE ACTIVITY AND UTILIZATION OF ANY EQUIPMENT AND FACILITIES, INCLUDING BUT NOT LIMITED TO: SLIPPING, TRIPPING OR GETTING HIT BY ANY FLYING OR FALLING DEBRIS, BROKEN SMASHED ITEMS, DAMAGED EQUIPMENT, REMOVING PROTECTIVE GEAR AND HELMET OR ANY OTHER CONSEQUENCES FROM THE RELATED ACTIVITY.
2. POSSIBLE EQUIPMENT FAILURE AND /OR MALFUNCTION OF MY OWN OR OTHERS EQUIPMENT
3. MY OWN NEGLIGENCE AND/OR THE NEGLIGENCE OF OTHERS, INCLUDING BUT NOT LIMITED TO OPERATOR ERROR AND GUIDE DECISION.
4. ACCIDENTS OR EMERGENCY CASES WHERE THERE ARE NO AVAILABLE MEDICAL FACILITIES.
5. INJURIES FROM SHOCK, STRESS OR OTHER INJURY.
6. WORSENING OF ANY EXISTING MEDICAL CONDITION.
7. FAILURE OR MISUSE OF ANY SAFETY GEAR, HELMET, EQUIPMENT AND FACILITY
8. FAILURE TO FOLLOW THE SMASH ROOM INSTRUCTIONS, GUIDELINES OR ASK ASSISTANCE
9. CUTS, ABRASION OR ANY INJURY FROM ANY UNNECESSARY CONTACT OR USAGE OF ANY BROKEN ITEMS FROM THE ACTIVITY OR FACILITY WITHIN THE VENUE.

I FURTHER ACKNOWLEDGE THAT THE ABOVE LIST IS NOT INCLUSIVE OF ALL POSSIBLE INHERENT RISKS I CAN BE SUBJECTED TO BEFORE, DURING OR AFTER MY PARTICIPATION IN THE SMASH ROOM EITHER BY USAGE OF THEIR EQUIPMENT, SERVICES AND FACILITY. I AGREE THAT THIS DOES NOT LIMIT THE EXTENT THE ASSUMPTION OF RISKS, RELEASE AND INDEMNIFICATION.

## RELEASE

BY SIGNING THIS DOCUMENT, I WAIVE RESPECTIVE LEGAL RIGHTS INCLUDING RIGHTS TO SUE OR CLAIM COMPENSATION FROM THE RELEASEES, AS A RESULT OF USING THE FACILITY, SERVICES, VENUE AND EQUIPMENT AND PARTICIPATING IN ANY ACTIVITY OR EVENT HELD BY OR IN THE SMASH ROOM WITH SUPERVISION OR NOT. I DISCHARGE THE RELEASEES FROM ANY AND ALL LIABILITIES, SUITS, CLAIM, LOSSES OR COSTS, DEMANDS, DAMAGES INCURRED BY THAT IS RELATED TO MY PARTICIPATION IN ANY SERVICES AND ACTIVITIES IN THE SMASH ROOM.

## INDEMNIFICATION

I HEREBY AGREE TO INDEMNIFY THE SMASH ROOM: OWNERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS AND VOLUNTEERS FROM ANY LIABILITY, SUITS, CLAIMS, AND CAUSES OF ACTIONS, DEMANDS, DAMAGES, LOSSES OR COST OF ANY NATURE ARISING OUT OF USAGE OR MOVEMENT IN OR THROUGHOUT THE SMASH ROOM'S PREMISE, SERVICES, EQUIPMENT AND FACILITIES WHETHER SUPERVISED OR OUT OF NEGLIGENCE FROM PARTIES INVOLVED.

I UNDERSTAND THAT THE SMASH ROOM RESERVES THE RIGHT TO DENY ACCESS TO ITS FACILITIES AND SERVICES TO AND INDIVIDUAL AND GROUP FOR A SPECIFIC PERIOD OF TIME FOR ANY VIOLATION OR NON-COMPLIANCE TO ITS POLICIES AND REGULATIONS, FOR ANY CONDUCT THAT IS DEEMED UNSAFE, INAPPROPRIATE OR FOR ANY REASON DISCLOSED OR NOT. I GIVE MY FULL CONSENT TO THE SMASH ROOM TEAM TO CAPTURE ANY FORM OF MEDIA CONTAINING MY IMAGE, BE IT PHOTO OR VIDEO WHILE UTILIZING FACILITIES, SERVICES AND EQUIPMENT FOR ANY AND ALL PURPOSES THAT THE SMASH ROOM DEEMS APPROPRIATE AND RESPECTFUL AND SHOULD THEY DECIDE TO PUBLISH THE RESULT OF THIS IS FULLY AT THEIR DISCRETION UNLESS INFORMED OTHERWISE. THE SMASH ROOM MAY ADD MY EMAIL ADDRESS AND CONTACT NUMBER TO THEIR DATABASE FOR PROMOTIONS AND RELEVANT UPDATES PURPOSES UNLESS I REQUEST OTHERWISE.

I AM AT LEAST 16 YEARS OF AGE AND COMPETENT ENOUGH TO SIGN THIS AGREEMENT AND HAVE BEEN GIVEN ENOUGH ASSISTANCE TO UNDERSTAND ITS CLAUSES. THIS ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION SHALL BE EFFECTIVE AND BINDING UPON ME AND MY ASSIGNS, HEIRS, REPRESENTATIVES, EXECUTORS AND ADMINISTRATORS.

I HAVE VOLUNTARILY AGREED TO PARTICIPATE IN ANY SERVICES AND ACTIVITIES IN THE SMASH ROOM IN SPITE OF THE RISKS DESCRIBED HEREIN. I CERTIFY THAT I HAVE ADEQUATE INSURANCE TO COVER FOR ANY INJURY OR DAMAGE I MAY CAUSE OR SUFFER OR WILL OTHERWISE BEAR THE COST OF SUCH. I FURTHER CERTIFY THAT I HAVE NO MEDICAL OR PHYSICAL CONDITION THAT MAY INTERFERE WITH MY SAFE AND SECURED EXPERIENCE WITH THE SMASH ROOM.

I AGREE THAT THE VALIDITY AND ENFORCEABILITY OF THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK IS IN RESPECT AND GOVERNED BY THE LAW AND POLICIES OF DUBAI, UNITED ARAB EMIRATES. IF ANY PORTION OF THIS AGREEMENT IS FOUND TO BE VOID, THE REMAINING PORTION SHALL REMAIN IN FULL FORCE AND EFFECT.

I HAVE HAD SUFFICIENT TIME TO READ THIS AGREEMENT AND HAVE THE FULL UNDERSTANDING. I HAVE BEEN GIVEN FAIR CHANCE TO ASK QUESTIONS AND ASSISTANCE BEFORE SIGNING.

BY SIGNING THIS DOCUMENT, I WAIVE RESPECTIVE LEGAL RIGHTS INCLUDING RIGHTS TO SUE OR CLAIM COMPENSATION AS A RESULT OF PARTICIPATING IN THIS ACTIVITYADD A LITTLE BIT OF BODY TEXT

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SIGNATURE OF PARTICIPANT

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DATE SIGNED