



140 Franklin Turnpike
Waldwick, NJ 07463

Release and Waiver of Liability

The individual named below (referred to as “I” or “me”) desires to participate in an activity (the “Activity”) provided by **THE GAGAZONE, LLC, DBA “THE GAGASPHERE”**, a New Jersey limited liability company, with offices located at 140 Franklin Turnpike, Waldwick, New Jersey (the “Company”). As lawful consideration for being permitted by the Company to participate in the Activity, I agree to all the terms and conditions set forth in this agreement (this “Agreement”).

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I hereby expressly **waive and release** any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Company, and its officers, directors, employees, agents, affiliates, members, successors and assigns (collectively, “Releasees”), arising out of or attributable to my participation in the Activity, whether arising out of the negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever **release and discharge** the Company and all other Releasees from liability under such claims.

This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed

by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Bergen County, New Jersey and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

By checking this box, I do not allow The Gagasphere to use photographs/videos of me/my child taken in their facility for purposes of marketing or promotional material. This may include brochures, website, social media and advertisements. Images will not be identified using name or any information about the individuals.

PRINTED NAME OF PLAYER: _____

PLAYER’S DATE OF BIRTH: _____

PARENT/LEGAL GUARDIAN SIGNATURE _____

PRINTED NAME OF PARENT OR LEGAL GUARDIAN _____

ADDRESS: _____

EMAIL: _____

Opt Out of email promotions check

EMERGENCY CONTACT PHONE: _____

DATE: _____