

## WAIVER AND RELEASE OF LIABILITY

### Everything's Fine, Inc. DBA Wreck it Room

1630 General Booth Blvd, Virginia Beach, VA 23454

### PLEASE READ CAREFULLY – THIS IS A LEGAL DOCUMENT

In consideration of being allowed to participate in any activities at Everything's Fine, Inc., DBA Wreck it Room ("the Facility"), including but not limited to rage room sessions, paint splatter experiences, or any other services, use of equipment, or presence at the Facility (collectively, the "Activities"), I hereby agree to the following terms and conditions:

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#### 1. Acknowledgment and Assumption of Risk

I understand and acknowledge that participation in rage room and paint splatter activities involves **inherent risks**, dangers, and hazards which can result in serious personal injury, illness, property damage, emotional distress, or death. These risks include but are not limited to:

- Flying debris, glass shards, or broken objects
- Slips, trips, and falls on paint, broken items, or wet surfaces
- Exposure to paint or paint-related chemicals (skin, eyes, or clothing)
- Impact injuries from tools or props
- Malfunction or misuse of equipment or protective gear
- Injury due to physical exertion or existing medical conditions
- Actions or negligence of other participants or staff
- Loud sounds, strobe lights, or other sensory triggers
- Accidental contact with sharp or damaged materials

I acknowledge that **paint splatter activities may involve direct exposure to washable and/or non-toxic paints**, which may still cause skin or eye irritation, damage to clothing or personal belongings, or slipping hazards.

I understand that **these activities are not recommended for individuals with certain medical conditions**, including but not limited to asthma, epilepsy, heart conditions, pregnancy, skeletal, joint or ligament issues, certain mental health disorders, or for individuals who are under the influence of drugs or alcohol.

I hereby affirm that I am voluntarily participating in the Activities entirely at my own risk and that I assume all risks, whether known or unknown, associated with my participation.

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## 2. Release and Waiver of Liability

I, on behalf of myself, my heirs, executors, administrators, assigns, and personal representatives, hereby voluntarily release, waive, and discharge **Everything's Fine, Inc., DBA Wreck it Room**, its officers, employees, agents, contractors, volunteers, successors, affiliates, and assigns (collectively, the "Releasees") from **any and all claims, demands, causes of action, liabilities, or damages**, known or unknown, arising out of or in any way related to my participation in the Activities, including claims of negligence or breach of statutory duty.

This release includes, without limitation, all claims for **personal injury, property damage, death, or economic loss**, whether caused by the negligence of the Releasees or otherwise.

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## 3. Indemnification

I agree to **indemnify, defend, and hold harmless** the Releasees from any and all claims, damages, losses, liabilities, and expenses (including reasonable attorney's fees) arising from or related to:

- My participation in any Activities
  - My presence on the Facility's premises
  - Any breach of this agreement by me or anyone acting on my behalf
  - Any damage I cause to the Facility, equipment, or other participants
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## 4. Medical Treatment and Insurance

I certify that I am physically fit to participate and have no known medical conditions that would be worsened by these Activities. I understand that I am solely responsible for any medical costs or treatments that result from injury or illness arising from participation.

I am aware that I should carry my own health insurance and accept full responsibility for any medical costs incurred.

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## 5. Property Damage and Behavior

I agree to follow all safety instructions provided by staff. I understand that **intentional misuse of equipment or willful destruction of unauthorized items** (including damage caused outside of designated activity areas) may result in **additional fees** and/or removal from the Facility without refund.

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## 6. Photo/Video Release

I hereby grant permission to the Facility to photograph or video record me during my participation and to use such images or videos for promotional or marketing purposes, without compensation. I waive any rights to inspect or approve the use of such media.

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## 7. Severability and Governing Law

If any provision of this waiver is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This waiver shall be governed by the laws of the Commonwealth of Virginia, and venue shall be proper in Virginia Beach, VA.

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## 8. Emergency Contact

In case of emergency, please contact:

**As entered by you in our online form.**

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## 9. Acknowledgment

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT, AND I SIGN IT VOLUNTARILY. I UNDERSTAND I AM GIVING UP LEGAL RIGHTS BY SIGNING THIS DOCUMENT.

**As entered by you in our online form.**

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#### **10. Parent/Guardian Consent (for Participants Under 18)**

I am the parent or legal guardian of the minor named below. I have read and understood this waiver, explained the risks to the minor, and consent to their participation. I agree to be bound by all terms herein on behalf of the minor.

**As entered by you in our online form.**