

BLASTER BASH
ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND WAIVER OF LEGAL RIGHTS

PLEASE READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

Astrosark Technologies, LLC, a Minnesota limited liability company doing business as Blaster Bash, their agents, officers, participants, consultants, employees, representatives, and all persons or entities acting in any capacity on their behalf will be hereinafter referred to as Blaster Bash.

In consideration of my voluntary participation in recreational activities offered by Blaster Bash (“Activities”), I hereby myself, my estate, heirs, legal representatives, and assignees (hereinafter referred to as “I”, “me”, or “my”) agree to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings and further agree to follow any oral instructions or directions given by Blaster Bash.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain risks associated with the Activities that cannot be completely avoided or eliminated and may result in serious personal injury and/or potential death or disability. These risks include, but are not limited to, tripping and falling; colliding with other persons and objects; being punched, kicked, cut, scratched, pinched, poked, pierced, and bitten; getting dust, dirt, and other foreign material and liquids in my eyes, ears, nose, and mouth; being bitten and stung by spiders, insects, and other animals; getting hyperthermia, hypothermia, sunburn, frostbite, and dehydration; and other natural and man-made hazards. I assume full responsibility for personal injury to myself and further release and discharge Blaster Bash for injury, loss, or damage arising out of my participation in the Activities, whether caused by the fault of myself, Blaster Bash, or other third parties. If I observe any unusual significant hazard during my presence or participation, I shall remove myself from participation and bring such to the attention of the nearest official immediately.
3. **INDEMNIFICATION.** I agree to indemnify and defend Blaster Bash against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my participation in the Activities.
4. **FEES.** I agree to pay for all damages to the equipment of Blaster Bash caused by any negligent, reckless, or willful actions by myself.
5. **PHOTOGRAPHY RELEASE.** I hereby irrevocably consent to and authorize the use and reproduction by Blaster Bash of any and all photographs, videos, and audio recordings which might be or have been taken of me during the Activities, for any purpose whatsoever without compensation to me.
6. **EFFECTIVE PERIOD.** I agree that this Agreement extends into the future and covers each and every occasion on which I participate in the Activities hereafter. This Agreement shall remain in full force and effect between the Parties until and unless otherwise cancelled or superseded by a writing signed by the Parties.
7. **TYPE OF SERVICE.** I understand that the Activities do not constitute a public service or an essential service or program, but rather are voluntary recreational activities of the type that can be obtained through similar services from other companies and organizations. My choice to participate in the Activities are wholly voluntary.
8. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the Activities shall be resolved under Minnesota law.
9. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.
10. **ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which

would lead to a construction either “for” or “against” a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

11. ENFORCEABILITY. I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Minnesota. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement. Pursuant to Minnesota Statutes § 604.055, effective August 1, 2013, nothing in this agreement purports or intends to waive liability for damage, injuries, or death resulting from conduct that constitutes greater than ordinary negligence.
12. ARBITRATION. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

I THE UNDERSIGNED HAVE READ THIS DOCUMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARTICIPANT'S NAME	DATE OF BIRTH
ADDRESS	PHONE NUMBER
EMERGENCY CONTACT NAME	EMERGENCY PHONE NUMBER
PARTICIPANT'S SIGNATURE	DATE SIGNED

FOR PARTICIPANTS UNDER THE AGE OF 18

This is to certify that I consent to the participation of the above minor (“Participant”) in the Activities and agree on behalf of the Participant to all of the terms and conditions of this Agreement. By signing this Agreement, I represent that I have legal authority over and custody of the Participant.

I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility (“Medical Provider”) to treat the Participant for the purpose of attempting to treat or relieve any injuries received by the Participant arising of, or relating to the Activities (“Injuries”). I authorize any such Medical Provider to perform all procedures deemed medically advisable. I agree that I shall be financially responsible for any such Medical Treatment. I authorize any qualified staff member of Blaster Bash to administer first aid to treat or relieve any Injuries. I realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment, and I assume any such risk for and on behalf of myself and the Participant.

PARENT / GUARDIAN'S NAME	PHONE NUMBER
RELATION TO PARTICIPANT	
PARENT / GUARDIAN'S SIGNATURE	DATE SIGNED