

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

(HEREINAFTER THE "RELEASE AGREEMENT")

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHT, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY!

JUST SMASH WAIVER

| | | |
|--------------|-------------|-----------------|
| LAST NAME: | FIRST NAME: | MIDDLE INITIAL: |
| STREET: | CITY | STATE/PROV. |
| POSTAL CODE: | AGE: | EMAIL: |

To: Alexis Rachel Holdings, LLC; Midway Lanes Inc.; Just Smash; Madd Splatter, and their respective directors, employees, guides, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors, and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

DEFINITION:

In this Release Agreement, the term "Just Smash" shall include any use or participation in the Just Smash facility and related equipment, and any other activities, events, or services, provided, arranged, organized, sponsored, or authorized by the Releasees in any way associated or connected with Just Smash.

ASSUMPTION OF RISKS:

I am aware that Just Smash involves unusual risks, dangers and hazards including but not limited to: accidents which may occur in the facility; slips and falls; malfunction of the equipment used; injury and open wounds; shock, stress or other injury to the body while participating in Just Smash; negligence on the part of other persons; and negligence on the part releasees. I understand that negligence includes failure on the part of the releasees to take reasonable steps to safeguard or protect me from the risks, dangers, and hazards of Just Smash. I acknowledge that participating in Just Smash may result in injury, worsening of an existing medical condition, or death. I freely accept and fully assume all such risks, dangers, and hazards, as well as the possibility of death, property damage or loss resulting therefrom.

MEDICAL CONDITION:

I understand that Just Smash may place unusual stresses on the body. Just Smash is not recommended for persons with 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 persons who have consumed alcohol are not recommended to engage in Just Smash. I have been advised to consult with my medical practitioner if I have any concern about my medical condition or fitness to engage in Just Smash.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of the Releasees agreeing to my participation in Just Smash, and permitting my use of Just Smash equipment, room, and other facilities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS AND TO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY FOR LOSS, DAMAGE, EXPENSE, OR INJURY INCLUDING DEATH THAT I MAY SUFFER, OR THAT MY NEXT OF KIN MAY SUFFER, AS A RESULT OF MY PARTICIPATION IN JUST SMASH. DUE TO ANY CAUSE WHATSOEVER, INCLUDING: NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF JUST SMASH;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY TO ANY THIRD PARTY RESULTING FROM MY PARTICIPATION IN JUST SMASH;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties, and obligations between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the state of New York and no other jurisdiction.

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the city of Vestal and shall be within the exclusive jurisdiction of the Courts of New York.

PHOTO/VIDEO RELEASE:

I consent to photographs and videos being taken of me during my participation in Just Smash, and to publication of the photographs and videos by the Releases for advertising, promotional, and marketing purposes.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releases with respect to the safety of Just Smash other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM WARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM W2AIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINSTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

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| SIGNATURE OF PARTICIPANT: | PRINT NAME OF PARTICIPANT: |
| PRINT NAME OF PARENT/GUARDIAN IF UNDER 18: | SIGNATURE OF PARENT/GUARDIAN: |
| DATE: | |