



## RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

To use the “WRECK ROOM,” or “SPLATTER ROOM” a copy of this waiver must be completed and signed for every user. You **must** read the waiver in full and be certain that you understand the implications of signing. By signing this document you will waive or give up certain legal rights, including the right to sue or claim compensation following an accident. Please read carefully.

### Express Assumption of Risk Associated with Recreational Activities:

I, \_\_\_\_\_, hereby affirm and acknowledge that I fully understand the hazards and risks associated with the recreational use of the WRECK ROOM or SPLATTER ROOM (hereafter collectively or individually referred to as “Activity Room”) in which I am about to engage, located at: 901 Lucinda Avenue, Suite G, DeKalb, IL 60115.

The inherent risks and hazards include but are not limited to:

- 1) Injuries sustained from intentional or negligent **misuse or abuse** of the equipment by yourself or other users, including the failure to follow safety rules and guidelines or the express instructions given by Activity Room representatives.
- 2) Injuries sustained from unsecured or flying **objects, debris, and shrapnel** that may result from Activity Room activities.
- 3) Injuries sustained by stepping on or bumping into sharp objects that may pierce any part of the shoe. The participant is responsible for wearing shoes that will provide adequate protection against sharp objects.
- 4) Injuries and illnesses sustained or induced from Activity Room activities which may include slips, trips, and falls, malfunction of equipment used, flying debris or shrapnel, stress or injury to the body while participating in the Activity Room activities, bodily injury and open wounds, misuse or abuse of safety gear or equipment, negligence on the part of other persons, NEGLIGENCE ON THE PART OF THE RELEASEES.
- 5) Physical and monetary injuries sustained due to my own personal **negligence** and/or the negligence of others, crowds, altercations with other patrons, the excessive use of alcohol, the prohibited use of illegal drugs, and the like.

**Medical Condition:** The Activity Room recreational activities may place unusual stresses on the body and are not recommended for persons suffering from 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 Activity Room activities. I have been advised to consult with my medical practitioner if I have any concern about my medical condition or fitness to engage in the activities.

**I understand that the description of these risks is in no way complete and that all such dangers, both anticipated and unanticipated, can lead to illness, injury, permanent disability and death.**

### Release of Liability, Waiver of Claims, and Indemnity Agreement:

To participate in many of the above-described activities and more, by signing my initials next to each item below, I both agree and acknowledge that:

- \_\_\_\_\_ 1) I have received the Participation Agreement, I have read the section titled “Instructions and Restrictions on Use”, and I agree to follow the rules of Wreck DeKalb LLC.
- \_\_\_\_\_ 2) I hereby release and hold harmless with respect to any and all illness, injury, disability, death, or loss or damage to person or property—whether caused by negligence or otherwise—the following named persons or entities, herein referred to as Releasees: WRECK DEKALB LLC, Miles Mapes, John Mapes.
- \_\_\_\_\_ 3) I hereby release the Releasees, their officers, directors, managers, employees, representatives, agents, volunteers, and other vessels from any and all liability and responsibility and for any claims that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the Releasees or otherwise. By executing this document, I agree to hold the Releasees harmless and indemnify them in conjunction with regard to any illness, injury, disability, death, or loss or damage to my own personal property that can ensue from my limited use of the Activity Room.
- \_\_\_\_\_ 4) I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risk.





## WRECK DEKALB LLC INSTRUCTIONS AND RESTRICTIONS ON USE

In order to participate in the Wreck Room or Splatter Room, Participant has read and agrees to the following rules and restrictions:

- a) Children under 12 years must be accompanied by an adult at all times and shall not use the equipment alone.
- b) No individual under the age of 10 will be allowed entry into the facility. This includes babies, toddlers, and young children.
- c) Close-toed shoes and legs covered attire is required for all individuals entering the facilities at all times.
- d) Hair must be pinned or in a ponytail; no loose hair allowed.
- e) A valid state issued ID is required for all individuals, of any age except minors, entering the facility, regardless of participation.
- f) A properly completed waiver, with accurate information matching the ID, is required for entry, regardless of participation. Improperly completed waivers will not be accepted and will need to be completed on site.
- g) Safety gear and equipment will be provided by Wreck DeKalb LLC and must be worn at all times while in the Wreck Room or Splatter Room. Personal equipment is not allowed.
- h) Participant shall immediately alert Owner to any damage to the Equipment (safety equipment and tools) or exterior walls of the Activity Room.
- i) **The Participant SHALL NOT:**
  - i. Permit the Activity Room to be used by any person who is not authorized to use such Activity Room;
  - ii. Use the Activity Room or permit it to be used in violation of law, or to commit a violation of law;
  - iii. Minors must be supervised at all times. Minors will not be allowed to use the equipment without the supervision of their parent or legal guardian.
  - iv. Alcohol or drugs, including marijuana, is strictly prohibited. Any individual showing any sign of intoxication or under the influence will not be allowed entry or will be required to leave.
  - v. Participant shall not push, fight, wrestle, or engage in combat-style activities while in the Wreck Room or Splatter Room.
  - vi. Participants shall not, under any circumstances, throw items at any Participant.

***Violation of the rules and instructions will result in immediate termination of this agreement and expulsion from the premises without refund.***

Participant acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing and agrees to the terms herein.

### PARTICIPANT

Participants will sign these in our presence on the day of participation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Printed Name of Parent or Legal Guardian

\_\_\_\_\_  
Date



901 Lucinda Ave, Unit G  
DeKalb, IL 60115  
815-410-4577

## PHOTOGRAPH/IMAGE RELEASE

**Right to Photograph.** Participant expressly authorizes Owner or person(s) employed or engaged by Owner, without compensation or consideration to Participant, to take photographs of Participant at the Activity Room site before, during, and after Activity Room activities. All photographic documentation becomes the property of Wreck DeKalb LLC, including all common law, statutory and other reserved rights, and the copyright. Photographs may be used for publication in newspapers, magazines, and other print media, use in broadcast media, publication via the Internet, and use in marketing materials used by Owner. Such photographs and any accompanying descriptions shall only identify Participant's first name and the city, and shall not identify Participant's full name or other personal information without the express written consent of Participant.

\_\_\_\_\_ **OPT OUT. Participant DOES NOT authorize Owner to use photographs of the Participant.**

\_\_\_\_\_  
Signature of Participant or Parent or Legal Guardian

\_\_\_\_\_  
Date

*Participants will sign these in our presence on the day of participation.*