

**PARTICIPANT WAIVER, RELEASE, ASSUMPTION OF RISK,  
AND INDEMNIFICATION AGREEMENT**

I have voluntarily elected \_\_\_\_; and/or I have voluntarily elected to allow the minor child(ren) (“Child”) identified below \_\_\_\_: (check one or both) to use TSE Killeen, LLC d/b/a AREA 254 facilities and equipment, located at 901 S Fort Hood St, Killeen, TX 76541 (“AREA 254”). In consideration for being allowed to use, or observe others using, said facilities and equipment, and any other services provided by AREA 254, its employees, or agents (“AREA 254 Attractions”), I represent, acknowledge and agree as follows:

**General Release**

I acknowledge and agree that this Participant Waiver, Release, Assumption of Risk and Indemnification Agreement (the “Agreement”) covers and is intended to release and provide other benefits, legal protections, and consideration to AREA 254, and their agents, owners, officers, managers, shareholders, affiliates, volunteers, participants, employees, assigns, and all other persons or entities acting in any capacity on their respective or collective behalf (“Releasees”).

**Release of Potential Injuries for Additional Attractions**

I acknowledge that AREA 254 Attractions will involve activities to include: roller skating, a two-story laser tag course, bumper cars, bowling, and various arcade games. I agree that the use of these attractions, or observation of others using these attractions has inherent and obvious dangers. These risks include serious physical or emotional injury, paralysis, death, damage to me, the Child, and/or third parties, and may include damage to personal property of any or all such persons. I understand that these risks are inherent in the essential qualities of the activities and cannot just be removed without substantially changing the activity. I further agree that these activities are for recreational purposes and completely voluntary. I also agree to use AREA 254 Attractions in a safe and responsible manner.

**Release of Potential Injuries for Alcohol Consumption**

I acknowledge and agree that AREA 254 serves alcoholic beverages, and I agree that consumption of alcohol comes with a variety of inherent risks (whether or not known or acknowledged) including serious physical or emotional injury, paralysis, death, and damage to me, the Child, and/or third parties, and may include damage to personal property of any or all such persons. I understand that it is dangerous to consume alcohol before engaging in physical activities including, but not limited to: roller skating, laser tag, bumper cars, bowling, arcade games, or any other AREA 254 Attractions. Consumption of alcohol is a personal choice, and I agree that any alcoholic beverages I consume are solely my responsibility. I agree to drink responsibly. I further agree that I will not consume alcohol if I am not twenty-one (21) years of age or older, and I will not purchase drinks for anyone under the legal drinking age. I agree that I release AREA 254, its owners and agents from any alcohol related liability. I further acknowledge that alcohol may not be removed from the premises, and I may not bring my own alcohol onto AREA 254 premises to include the facility, parking lot, and any other owned leased, licensed, or rented property located at 901 S Fort Hood St, Killeen, TX 76541. Last, I agree to present a valid ID for purchase and agree AREA 254, its owners and/or agents may refuse to serve me at their discretion with no liability.

**Release of Potential Infection of Disease and Viruses**

I acknowledge that AREA 254 is a public location with many guests and employees who utilize the space on a daily basis. I further recognize that while AREA 254 practices appropriate and reasonable cleaning practices, I could still potentially get infected with a disease or virus, including, but not limited to COVID-

19, through my participation in, or observation of others participating in, AREA 254 Attractions. I fully release Releasees from any claim against them regarding the contraction of a disease or virus for myself or the Child.

### **Attire**

I understand that AREA 254 involves intense physical activity and that it is my responsibility to wear the appropriate attire. This includes but is not limited to: closed-toed shoes, attire that will not confine my movements or snag on my surroundings, and a hairstyle that will not inhibit my vision or get caught in my surroundings. AREA 254 understands that certain medical condition, religious beliefs, or other considerations can prevent my Child and/or me and/or other participants from meeting these attire guidelines. I understand that if my Child and/or I have such considerations, AREA 254 will do all that it can to make a reasonable accommodation as is directed under the Americans with Disabilities Act and other relevant laws. That being said, I understand that accommodations can only be made if AREA 254 and its agents, owners, officers, managers, volunteers, participants, assigns, and all other relevant persons or entities acting in any capacity on their respective or collective behalf are made aware of my Child's and/or my needs. I further understand that some accommodations would be unreasonable and may not be made.

### **Voluntary Assumption of Risk**

I acknowledge and agree that I and the Child are participating voluntarily at our own risk. I acknowledge and agree that the actions or activities of other customers or the actions or inactions of AREA 254 employees could cause me or the Child significant bodily injury (as described within), and that AREA 254 is not responsible for the actions or activities of customers using AREA 254 Attractions or the negligence of its employees in supervising AREA 254 Attractions, including actions, activities, or omissions that result in such harm. I specifically acknowledge and assume the risk that participants may:

- 1.) Die or become paralyzed, partially or fully, through their use of the AREA 254 Facility and participation in AREA 254 Attractions;
- 2.) Suffer cuts, scrapes, bumps, bruises, or sprain, pull, break or otherwise seriously externally or internally injure their head, face, neck, torso, spine, arms, wrists, hands, legs, ankles, feet, or other body part as a result of falling off any AREA 254 Attraction, landing improperly on equipment, or making contact with other participants;
- 3.) Suffer from the transmission of disease strains and allergic reactions or suffer heat stroke, heart attacks, dehydration and other exertion-related medical events through use of the AREA 254 Facility or AREA 254 Attractions;
- 4.) Suffer from serious injuries due to unpredictable body movements and anticipated or unanticipated bodily contact caused by experiencing whiplash, slipping, running, or bounding off walls; or
- 5.) Suffer from similar physical injury from observing, standing, sitting, or taking photographs at or near any of AREA 254 Attractions, even if the observer is not participating.

### **Agreement to Pay My Own Medical Expenses**

I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that I or the Child possess, whether known or unknown, which might contribute to or exacerbate any injury or illness that I or the Child might sustain as a result of using AREA 254 Attractions. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical/occupational therapy) is required or performed as

a result of any injury I or the Child sustains while using AREA 254 Attractions, such assistance shall be at my own expense.

**Arbitration**

**I AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF, OR RELATING TO, MY OR THE CHILD’S ACCESS TO, USE, OR ABILITY TO OBSERVE OTHER’S USING THESE ATTRACTIONS, INCLUDING THE DETERMINATION OF THE SCOPE OR ABILITY TO ARBITRATE THIS AGREEMENT SHALL BE DETERMINED BY ARBITRATION IN BELL COUNTY, TEXAS BEFORE ONE ARBITRATOR. JUDGEMENT ON ANY AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.** The Arbitration shall be in accordance with the JAMS Rules of Arbitration, which can be found online at jamsadr.com. I understand that by agreeing to arbitrate any dispute as set forth in this section, I am waiving my right, and the right(s) of the Child, to maintain a lawsuit against the Releasees. I agree that this waiver is “a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction,” as set forth in the Federal Arbitration Act (FAA). I understand the FAA preempts any relevant state law, including, but not limited to, the Texas Arbitration Act (TAA). I further understand that this means the FAA governs any subsequent controversy, including personal injury matters, and I therefore agree to arbitrate **ANY AND ALL CLAIMS** arising from my and the Child’s use of the AREA 254 Facility and AREA 254 Attractions. Further, I acknowledge that by agreeing to arbitrate, I understand that I, the Child, and AREA 254 will **NOT** have the right to have claim(s) determined by a jury.

**Time Limit to Bring Claim(s)**

**I AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF, OR RELATING TO, MY OR THE CHILD’S ACCESS TO, USE, OR ABILITY TO OBSERVE OTHER’S USING THESE ATTRACTIONS, INCLUDING THE DETERMINATION OF THE SCOPE OR ABILITY TO ARBITRATE THIS AGREEMENT SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL (i.e., the date of the alleged injury).**

**Photo/Video/Social Media Wavier**

In connection with my and the Child’s use of AREA 254 Facility and AREA 254 Attractions, I consent to the recording of the Child’s and my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic, or other means (“Recordings”). I hereby consent to and authorize AREA 254 and its agents, representatives, employees, successors, and assigns to use, in perpetuity, such Recordings, as well as the Child’s name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing any AREA 254 Facility. I further agree that the foregoing includes the consent to use the Child’s and/or my physical likeness in any form. In addition, I waive any and all claims that I or the Child may have in connection with the Recordings.

**PARENT OR GUARDIAN CONSENT**

I have read and understand the terms of this Agreement and unconditionally agree to its full terms, statements, warranties, notices, representations, waivers, and releases on behalf of both myself and marital community, if any, and my child or ward, whose name is:

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ DOB: \_\_\_\_\_

All such terms, statements, warranties, notices representations, waivers, and releases fully apply to my child or ward as if I was the participant. I understand that, by signing this Parent or Guardian Consent, I am giving up important legal rights both on behalf of myself and the Child, regarding potential rights and claims against AREA 254. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I hereby warrant and represent that if I am neither the Child’s Parent nor legal Guardian, I have been granted the expressed authority to execute this Agreement by, and on behalf of, the Child’s Parent or Guardian.

**PARENT OR GUARDIAN INDEMNIFICATION**

**AS THE INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF A MINOR OR OTHER INDIVIDUAL, I AGREE TO FULLY INDEMNIFY AND HOLD HARMLESS RELEASEES, FOR ANY AND ALL CLAIMS CONNECTED WITH, ARISING OUT OF, OR RESULTING FROM THE INDIVIDUAL OR THE CHILD’S USE OF AREA 254 FACILITY OR ATTRACTIONS.**

BY SIGNING THIS DOCUMENT, I REPRESENT THAT I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS, CAUSES OF ACTION FOR MY OR THE CHILD’S LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, WHETHER OR NOT KNOWN OR ANTICIPATED, THAT OCCUR WHILE ON THE PREMISES OF AREA 254. I FURTHER UNDERSTAND AND AGREE TO INDMNIFY RELEASEES FOR ANY LIABILITY FOR ANY INJURY, DAMAGE OR LOSSES OF ANY KIND CAUSED BY MY NEGLIGENT OR INTENTIONAL ACTS WHILE ON THE PREMISES OF AREA 254. THE SIGNATURE BELOW IS PROOF OF MY INTENTION TO EXECUTE A COMPLETE AND UNCONDITIONAL WAIVER, RELEASE, AND INDEMNIFICATION OF ALL LIABILITY TO THE FULL EXTENT OF THE LAW.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ I represent that I am 18 years of age or older.

\_\_\_\_\_ I represent that I have had ample time to read this Agreement and that I have entered into this agreement voluntarily, freely, under no threat of duress, without inducement, promise, or guarantee being communicated to me.