

## Waiver and Release of Liability with Defend and Indemnify Obligations

1. By signing this Waiver and Release of Liability (Agreement), I waive and release HUDSON GNG LLC, (“Hudson GNG”) its agents, servants, employees, insurers, successors and assigns from any and all claims, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or involvement at any facility or location operated by Hudson GNG.
2. This Agreement is intended to and does release Hudson GNG from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties or Hudson GNG’s negligence. This is not intended to release Hudson GNG from any liability resulting from their intentional or grossly negligent conduct. I understand that the activities offered by Hudson GNG include the following: Indoor Playground, Blacklight Mini Golf, Birthday Parties & Arcade, and that such activities can result in injuries, both minor and serious, as a result of falls, impacts, pinched fingers, colliding with a hard objects or another participant, cuts and bruises, friction burns, broken bones, injuries to wrists, arms, legs, ankles, backs, heads and necks, seizures and dislocations. I voluntarily assume the risk of these injuries and other injuries or damages and understand that I am waiving claims should I suffer such injuries.
3. I further covenant and agree not to institute any claims or legal action against Hudson GNG for any claim released by this Agreement. I further agreed that should any claim be made against Hudson GNG in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Hudson GNG for any such claim and expenses including attorney’s fees and cost incurred by Hudson GNG in defending themselves or their insurance company hereunder.
4. I understand that Hudson GNG is not responsible for any lost, stolen, or damaged valuables or property.
5. I understand that I have read a copy of the current rules and regulations governing the use of the facility I intend to enter, prior to entering the facility. I agree that I will fully comply with all rules and regulations and with any amendments.
6. I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Hudson GNG for any cost they incur because a claim or legal action is brought in violation of this Agreement.
7. I understand that unless other arrangements are made with Hudson GNG, Hudson GNG requires the execution of this Agreement prior to my partaking of the activities they offer. I understand that if I wish to negotiate the terms of this Agreement, I will have to not engage in the activities offered by Hudson GNG at this time, but that I may contact decisionmakers of Hudson GNG with contact information provided by staff in order to engage in negotiation as to the scope of a release which I find acceptable. I understand that Hudson GNG has not, at this point in time, made any promise or commitment that such negotiation will be successful or that an agreement can be reached. I understand that on-site staff do not have authority to waive the terms of this Agreement and that if I wish to negotiate a different agreement, I must reach out to such decisionmakers, separately as set forth herein.

8. I am signing this Agreement freely, voluntarily and competently and am at least sixteen (16) years of age.

9. **I UNDERSTAND THAT THIS AGREEMENT CONTAINS DEFEND AND INDEMNIFY LANGUAGE WHICH MAY MAKE ME LEGALLY RESPONSIBLE FOR DAMAGES AND EXPENSES IN THE EVENT A THIRD PARTY SUES HUDSON GNG, OR IN THE EVENT I SUE HUDSON GNG.**

Dated: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

NOTE: If signing on behalf of a minor, use the below signature line:

	<b>Minor's Name</b>	<b>Date of Birth</b>
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____

Signature of parent or legal guardian: \_\_\_\_\_

Printed Name of parent or legal guardian: \_\_\_\_\_

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