

## **Terms of Entry**

## **Accident Waiver and Liability Release**

I HERBY AGREE AND UNDERSTAND: that by entering these premises and participating in "Operation Glow", an Activity by CLIK Entertainment, LLC, being a company registered in the State of Illinois, hereafter CLIK, involving \_\_\_\_\_\_\_\_\_ or the other entities involved, and all their and CLIK's workers, employees, event or Activity staff, volunteers, trustees, executives, and officers, hereafter Associates, it is at my own risk, which I voluntarily assume. The Activity may include but is not limited to intense auditory, visual, and/or physical experience(s), exposing my body and my property to possibly large amounts of solid, liquid, and/or gas projectiles, and extreme sensory conditions, without notice. Although CLIK and Associates have taken precautions to make this event safe and enjoyable, CLIK and Associates cannot and does not guarantee that accidents or other mishaps, perhaps resulting in serious injury or death will occur. If I have any doubts or misgivings about my safety, well-being, or personal property, I understand that I have the right to not participate in this event by not entering into this premises or Activity. CLIK and Associates expressly disclaims responsibility or liability for any and all injuries, accidents or other occurrences which may result in damages to any individual or group participates in the event. I will take extreme caution as I know the floor and other surfaces will become slippery. I will govern myself accordingly. Although Activity's effects used is considered safe, persons with allergies, skin disorders, open wounds, or any other ailments or conditions should consult a doctor before entering. All persons should avoid eye contact and taking Activity's effects internally. Activity's effects will cause dermatitis in certain individuals if left on the skin for an extended amount of time. Removal of wet clothing, bathing and using a moisturizer is advised. I further agree:

- A) To assume all of the risks of participating in this Activity, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them, or because of their possible liability without fault.
- B) That I am physically fit and have not been advised to not participate by a qualified medical professional. Furthermore, I agree that there are no health-related reasons or problems which preclude my participation in this Activity.
- C) To take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:
  - a. I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this Activity.
  - b. I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE CLIK and/or Associates from any and all liabilities or claims made as a result of participation in this Activity, whether caused by negligence or otherwise.
  - c. I AGREE TO PAY FOR all reasonable fees, expenses, and damages, including attorney and court fees, that I have caused to CLIK and/or Associates, and/or that are necessary to enforce this agreement.
- D) I acknowledge that this Terms of Entry will be used by CLIK and Associates in which I may participate and that it will govern my actions and responsibilities.
- E) I consent and agree that CLIK and Associates may take photographs or digital recordings of me as a participant during Activity and use these in any and all media for training or promotional purposes. I further consent that my identity may be revealed therein or by description text or commentary. I waive any rights, claims or interest and I understand that there will be no financial or other remuneration.
- F) The accident waiver, release of liability, and image release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
- G) That this agreement is legally binding, I am in a capacity to agree to these terms, I am not coerced into agreeing, and I am 18 years of age or older.

If required by the contract set forth between the hosting entity and CLIK, the following shall be completed in writing by the participant. Nonetheless, the aforementioned Terms of Entry shall apply upon any entry and/or participation.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT ON MY OWN FREE WILL

CONTRACT AND I SIGN IT ON MY OWN FREE WILL.		
My Printed Full Name – Participant's Name		
My Signature – Participant's Signature	Date of Signature	
f Participant is under 18 years of age a Parent/Guardian must sign below		

If Participant is under 18 years of age, a Parent/Guardian must sign below.

If Participant(s) is/are under the age of 18: the following parent/guardian hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the experience, and has agreed individually and on behalf of the child or ward, to the Terms of Entry and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect on lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian

Signature of Parent or Guardian	Date of Signature