



## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of my being allowed to use the services, equipment, and facilities of Smash Therapy LLC, (Smash Therapy), I hereby acknowledge and agree to release, indemnify, and discharge Smash Therapy LLC, as well as its members, managers, officers, directors, owners, employees, agents, contractors, subcontractors, volunteers, property owners (UC5, Ltd % Greater Houston Group), sponsors, successors, assigns, and anyone acting on behalf or in the capacity of Smash Therapy LLC from any and all liabilities, suits, claims, causes of action, demands, damages, losses or costs of any nature including attorney fees and expenses whatsoever arising out of, or in any way relating to, my use of or movement in or throughout Smash Therapy LLC's services, equipment, and facilities, whether supervised or not, including without limitation, all claims for property damage, personal injuries, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including Smash Therapy LLC. In addition, I agree not to involve my relatives, by blood or marriage, friends, associates, spouse, heirs, personal representative, assigns and/or estate(s).

In recent light of the Covid-19 pandemic, I understand why face coverings are required, mandatory temperature checks are being conducted upon admission and the importance of social distancing measures. I am aware, even those who are not presenting with symptoms may be a carrier and potentially expose me while visiting Smash Therapy LLC. I am aware that the facility is cleaned to a standard before I entered and will do due diligence to clean my own equipment before use. I understand that such risks cannot be eliminated without foregoing Smash Therapy activities.

I acknowledge that the use of or participation in Smash Therapy LLC's services, equipment, and facilities is inherently dangerous and entail known and anticipated risks that could result in physical injury, emotional injury, trauma, paralysis, damage to myself, damage to my property, damage to third parties, or death. I understand that such risks cannot be eliminated without foregoing Smash Therapy LLC activities in its entirety.

I acknowledge that participation in Smash Therapy LLC's activities may place unusual stress on the body and is not recommended for persons suffering from physical ailment such as asthma, epilepsy, cardiac disorders, respiratory disorders, musculoskeletal disorders, joint or ligament problems or conditions, hypertension, pregnancy or expected pregnancy, persons under the influence of alcohol or drugs of other substances, persons suffering from mental illnesses that contribute to risks or thoughts to harm self or others, persons recently or previously released from inpatient psychiatric hospitalization, persons who suffer from psychosis or psychotic features, persons that engage in self harm behaviors, and any other impairment that may not be described.

I understand I should consult with my medical practitioner if I have any concerns about my medical/mental health condition or fitness level to engage in Smash Therapy LLC's services. I have received complete information regarding Smash Therapy LLC's services, equipment and facilities and have had the opportunity to ask any questions that I had regarding my concerns or potential health risks. I have full knowledge of the nature and extent of all the inherent risks associated with Smash Therapy LLC's services, equipment, and facilities. I agree and promise to accept and assume all of the risks and possibilities existing in this activity. I agree that I have no medical, mental, or physical condition that will interfere with my participation in the services or activities of Smash Therapy LLC. I further agree that my participation in this activity is voluntary and I choose to participate in spite of all risks and possible injuries.

**Risks include but are not limited to:** minor or serious injury, cuts, abrasions, flying debris, slippery or moist floors, malfunction in equipment or facility, body shock or stress, slips, trips, falls, sprains, worsening of an existing medical or mental health issue, failure or misuse of safety equipment, failure of employees or associates to explain complete instructions, injuries imposed by another participant, etc.

I further acknowledge that there are additional possible inherent risks associated with the participation in Smash Therapy LLC's services, equipment, and facilities and I agree that the aforementioned injuries and possibilities listed in no way limits the Assumption of Risks, Release, and Indemnification. I certify that I have adequate insurance protection to cover any injury or damage I may endure, incur, or suffer from while participating in Smash Therapy LLC's services, use of equipment, and facilities. In addition, I agree to bear the costs of any such injury or damage incurred. I also am willing to assume the risk of any medical, mental or physical condition I may obtain, gain, or have.

I voluntarily release, forever discharge, and agree to indemnify and hold harmless Smash Therapy LLC from any and all liabilities, suits, claims, causes of action, demands, damages, losses or costs of any nature including attorney fees and expenses whatsoever arising out of, or in any way relating to, my use of or movement in or throughout Smash Therapy LLC's services, equipment, and facilities.

By signing this agreement, I waive the right to obtain, initiate, and/or involve a court action to recover damages or retrieve any other remedy for any injury, damage, or death arising from or related to the participation in or movement throughout Smash Therapy LLC's services, equipment, and facilities, now or at any time in the future, regardless of the allegations or charges of negligent acts or omissions on the part of any other parties including Smash Therapy LLC.

This Assumption of Risk, Release, and Indemnification shall be effective and binding upon me, my relatives, by blood or marriage, friends, associates, spouse, heirs, personal representative, administrators, executors, assigns and/or estate(s), and anyone acting on my behalf. I agree that if I am under the age of 18, this release is signed and completed by my parent or guardian.

I agree that the validity and enforceability of this release of liability and assumption of risk will be governed by the laws of the state of Texas, without regard to its conflict of law rules, and venue for any proceedings regarding this agreement shall be in the state of Texas courts located in Harris County, Texas. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I have had sufficient time and opportunity to read this document in its entirety as well as the opportunity to ask questions about this document and the activities and services provided by Smash Therapy LLC if I have any. By signing this agreement, I acknowledge that if anyone is injured, or any property is damaged while I am on the premises, I may be found by a court of law to have waived my right to maintain a lawsuit of any kind against Smash Therapy LLC, as well as its members, managers, officers, directors, owners, employees, agents, contractors, subcontractors, volunteers, property owners, sponsors, successors, assigns, and anyone acting on behalf or in the capacity of Smash Therapy LLC, on the basis of any claim from which I have released them herein.

**Do you suffer from any physical, mental, or emotional ailments? If so, explain** \_\_\_\_\_

**Have you had any medical procedures or injuries in the past year? If so, explain** \_\_\_\_\_

**Participant Name** \_\_\_\_\_ **Participant Signature** \_\_\_\_\_  
**(18 years or older) D.O.B.** \_\_\_/\_\_\_/\_\_\_  
**Today's Date** \_\_\_/\_\_\_/\_\_\_ **Time** \_\_\_\_\_ **Telephone#(\_\_\_\_)** \_\_\_\_\_  
**Email** \_\_\_\_\_

**Parent's Additional Assumption of Risk, Release, and Indemnification**  
**(To be read and signed by parent or legally appointed guardian of minor participant)**

In consideration of \_\_\_\_\_, minor, being permitted by Smash Therapy LLC to participate in its activities, services, use of equipment, and facilities, I, \_\_\_\_\_, parent and/or legally appointed guardian hereby release Smash Therapy LLC from any and all claims resulting from the aforementioned minor's participation in or use of Smash Therapy LLC's services, equipment, and facilities and have described the risks and dangers to the minor, who chooses to participate in the activities in spite of the risks and possibilities of injury. I am familiar with and consent agree to the terms and provisions set forth in the Assumption of Risk, Release, and Indemnification, and I agree to all of its terms and conditions on behalf of myself and the aforementioned minor for whom I am signing.

**Participant Name** \_\_\_\_\_ **Participant Signature** \_\_\_\_\_  
**(under age 18 years)**  
**Parent/Guardian Name** \_\_\_\_\_ **Parent/Guardian Signature** \_\_\_\_\_  
**D.O.B.** \_\_\_/\_\_\_/\_\_\_ **Today's Date** \_\_\_/\_\_\_/\_\_\_ **Time** \_\_\_\_\_  
**Telephone # (\_\_\_\_)** \_\_\_\_\_ **Email** \_\_\_\_\_

**Do you suffer from any physical, mental, or emotional ailments? If so, explain** \_\_\_\_\_

**Have you had any medical procedures or injuries in the past year? If so, explain** \_\_\_\_\_