

SMASH BROTHERS

Unit 2 / 1 Phillip Road, Kogarah NSW. 2217. ABN 19 051 456 067

RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT WARNING!

Smash Brothers, owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, servants, representatives, successors and assigns (hereinafter referred to as "SMASH BROTHERS")

Break Room activities such as smashing inanimate and moving objects and equipment, destruction of permitted and supplied materials, exertion of energy, wielding a baseball bat for the sole purpose of causing damage, all other business activity (hereinafter referred to as "SMASH BROTHERS SESSION")

Participating in a SMASH BROTHERS SESSION is Dangerous and accidents can and do happen. All care is taken to protect you but you are warned that there is a possibility of an accident causing injury, death or property damage. Subject to that warranty, if applicable and IN CONSIDERATION of being permitted to officiate, observe, work for, or participate in any way in the SMASH BROTHERS SESSION(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs and next of kin.

1. Acknowledges, agrees and represents that he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she feels anything to be unsafe, he/she will immediately advise the SMASH BROTHERS of such and will leave the RESTRICTED AREAS and/or refuse to participate further in SMASH BROTHERS SESSION(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE SMASH BROTHERS, the landowners, participants, sanctioning organizations or any subdivision thereof, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the SMASH BROTHERS SESSION(S), surveyors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or SMASH BROTHERS SESSION(S) and each of them, their directors, officers, agents and employees, all for the purposes as herein referred to as "Releases", FROM ALL LIABILITY, TO THE UNDERSIGNED, his/her personal ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OR RELATED TO SMASH BROTHERS SESSION(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releases and each of them FROM ANY LOSS, LIABILITY, DAMAGE OR COST they may incur arising out of or related to SMASH BROTHERS SESSION(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to SMASH BROTHERS SESSION(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
5. HEREBY acknowledges that THE ACTIVITIES OF SMASH BROTHERS SESSION(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. Hereby assumes full responsibility for the preparing himself/herself in appropriate clothing and footwear, including long pants, long sleeved shirt and enclosed shoes, as well as wearing any and all of the safety equipment provided by SMASH BROTHERS, at all times and abiding by the directions and rules for safety given by SMASH BROTHERS.
7. Hereby agrees that this Release and Waiver of Liability, Assumption of risk and Indemnity Agreement extends to all acts of negligence by the Releases, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State/Territory in which the SMASH BROTHERS SESSION(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Full Name	DOB/...../.....	
Address		
Suburb	State	Postcode
Tel:		Mobile:
Email:		
Australia Lic. No		Exp
Emergency Contact Name		Phone

Signed.....

Date...../...../.....