

AGREEMENT TO USE RAGE ROOM, ASSUME RISKS, RELEASE LIABILITY, AND INDEMNIFY AFTER RAGE

AFTER RAGE agrees to allow You (and Your children or legal wards over the age of 16 who are identified at the end of this Agreement) to use the premises and personal property provided by MMRB LLC, dba AFTER RAGE on the following terms.

A. Consideration

You agree to comply with the terms of this Agreement, pay the rates charged by AFTER RAGE, and obey any instructions from AFTER RAGE staff.

B. Description of Rage Room

A rage room is an enclosed space where no more than 4 people at any time may destroy physical objects by ripping, throwing, or stomping them, or by using destructive devices provided by AFTER RAGE, such as sledge hammers, bats, crow bars, golf clubs, and hammers. The objects that can be destroyed may include electronic objects such as televisions, computers, clocks, microwave ovens, and DVD players; glass objects such as liquor bottles, picture frames, and glass top stoves; ceramic objects such as dishes, toilets, and sinks; and any other objects AFTER RAGE chooses to provide.

C. Risks Inherent in Rage Rooms

Participating in rage room activity is a “sport or recreational opportunity” as defined by Mont. Code Ann. § 27-1-752, which means AFTER RAGE has no duty to eliminate, alter, or control the risks that are inherent within a rage room. By signing this agreement, You acknowledge that You or others could suffer physical, mental, or emotional injury, paralysis, death, or property damage because of risks inherent in using a rage room, which include but are not limited to the following:

1. The destructive devices provided in the rage room were not designed for the purpose of destroying physical objects. The devices could cause injury by, for example, breaking unexpectedly, shattering, splintering, creating tripping hazards, or slipping from someone’s grip.
2. The physical objects placed in the rage room were not designed to be destroyed using the devices provided. The objects may produce flying debris that could cause, for example, cuts, abrasions, eye injuries, broken bones, or bruising.
3. Broken debris on the ground could create slipping or tripping hazards. Broken debris could have sharp edges that may damage footwear or clothing. Falling on debris could cause cuts, abrasions, broken bones, or bruising.
4. Destroying physical objects may release dust or particles of debris into the air, which may not be safe for You or others using the rage room to inhale or absorb through skin.
5. When other people are in the rage room with You, they could hit You with a destructive device, break a destructive device or produce flying debris while trying to destroy an object that injures You directly or creates tripping hazards for You or others.
6. The protective gear provided by AFTER RAGE may not protect You or anyone else from significant risks of serious harm.

7. The physical and mental stress involved in rage room activity may worsen existing health conditions or illnesses (whether neurological, respiratory, musculoskeletal, cardio, mental or other).

D. Rage Room Rules

You agree to observe these rules when using rage rooms at AFTER RAGE:

1. Only individuals who have signed this Agreement may enter the rage room. No more than 4 people may be in one rage room at a time, and AFTER RAGE reserves the right to reduce that number in its sole discretion.
2. No one under the age of 16 may enter a rage room. A minor who is 16 years or older may enter a rage room only when the minor's parent or legal guardian has signed this Agreement and will be in the rage room and monitoring the minor's activities the entire time the minor is in the rage room.
3. Everyone in the rage room must wear substantial shoes with closed toes and thick soles. Persons wearing flip flops, sandals, high heels, or other inappropriate footwear will not be permitted in a rage room.
4. Everyone must wear all protective equipment provided by AFTER RAGE. If You do not know how to use the protective equipment, or if any protective equipment does not fit properly or appears to be defective, You will notify AFTER RAGE staff immediately.
5. You will not bring food, drink, or firearms into a rage room, and You will not bring into or use in a rage room any destructive devices, objects to be destroyed, or protective equipment other than those furnished by AFTER RAGE.
6. You will not remove any physical objects or debris from a rage room.
7. You will not use a rage room if You are under the influence of alcohol, illegal substances, or any medications that could impair Your awareness, judgment, or motor functioning.
8. You may be asked to leave and denied access to AFTER RAGE facilities, either permanently or for a specified period of time, if You fail to follow these rules or instructions from AFTER RAGE staff, or for any reason not prohibited by law.

E. Agreement to Permit Recording and Use of Images

You agree that AFTER RAGE may:

1. Capture video or other images of You on its premises for legitimate business purposes such as enforcing its rules, monitoring activity, and improving its services.
2. Use images of You, including images wearing protective gear so You cannot be identified, for purposes of marketing on its website or in any other media.
3. Contact You via e-mail with announcements and promotions, although You may unsubscribe at any time.

F. Agreements to Assume Risks, Release Liability, and Indemnify

As consideration for using AFTER RAGE's facilities, equipment, and services:

1. You agree to assume sole responsibility for the risks inherent in using a rage room, agree AFTER RAGE is not responsible for injury or harm to You or to anyone else as a result of Your

use of a rage room, and agree to pay or reimburse AFTER RAGE for any liability it incurs as a result of Your use of the rage room, whether alone or with others.

2. You agree to hold harmless and release AFTER RAGE and its staff, owners, employees, agents, volunteers, customers, guests, successors, lessors, and insurers from any claims and liability for injury or harm to You or others arising out of Your presence at AFTER RAGE or use of the rage room or its premises, equipment, devices, debris, objects, or services, even if You or others allege negligent acts or omissions by AFTER RAGE caused or contributed to any injuries or harm. You waive the right to bring a court action against AFTER RAGE to recover damages or obtain any other remedy for injury or death to Yourself or others, or for damages to Your property or the property of others, arising out of Your use of the rage room alone or with others.

3. You agree to fully indemnify AFTER RAGE and its staff, owners, employees, agents, volunteers, customers, guests, successors, lessors, and insurers for any claims and liability, including attorney fees and costs, arising out of Your presence at AFTER RAGE or use of the rage room or its premises, equipment, devices, debris, objects, or services, even if You or others allege negligent acts or omissions by AFTER RAGE caused or contributed to any injuries or harm.

G. Other Terms

1. This Agreement is binding upon You and Your assigns, successors, heirs, representatives, and executors.
2. The validity and enforceability of this release of liability and assumption of risk is governed by the laws of the state of Montana, without regard to its conflict of law rules. Any legal proceedings regarding this Agreement shall be filed in courts located in Billings, Montana.
3. If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
4. Terms of this agreement shall not be modified or waived by any action or verbal communication, and may be modified or waived only in a writing signed by an authorized representative of AFTER RAGE.

H. Representations and Signature

By signing below, You represent and warrant that:

1. You are competent, in good health, physically capable of protecting Yourself from injury, and not under the influence of alcohol, illegal substances, or any medications that could impair Your awareness, judgment, or motor functioning.
2. You have had the opportunity to ask questions regarding use of the rage room and the risks of potential harm as a result of using the rage room.
3. If You feel You or Your child or ward is not safe in the rage room at any time, You will leave the room immediately and notify RAGE ROOM staff.
4. You are over the age of 18.
5. If You are signing the Agreement on behalf of a minor, the minor is 16 years or older and You are a parent or legal guardian of the minor who has authority to bind the minor to this Agreement.

6. You are signing this Agreement voluntarily and free from any pressure or coercion.

CAUTION

By signing this document, You may be waiving Your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages You may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

Clearly Printed Name of Participant	Give age if under 18	Check if age over 18	Signature of Participant or, if Participant is Minor < 18, of the Minor's Parent or Legal Guardian	Date

Ages and signatures verified by: _____ Date: _____
Authorized AFTER RAGE staff