

# NOTICE

## RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND PUBLICITY RELEASE

READ CAREFULLY—THIS AFFECTS YOUR LEGAL RIGHTS

I agree to the following:

1. I recognize that there are certain significant risks associated with the interactive entertainment activities organized by Gr8r Gaming LLC. These risks include, but are not limited to, serious bodily injuries and/or psychological harm caused by involvement in a stressful environment that may require some physical exertion. I agree to assume full responsibility for any personal injury I (or my child/party) may sustain in connection with participation in interactive entertainment activities organized by Gr8r Gaming LLC, and I release and discharge Gr8r Gaming LLC and its owners, employees, representatives, and agents from any liability for any injuries I (or my child/party) may sustain, including injuries caused by the negligence of Gr8r Gaming LLC or its employees, representatives, or agents.
2. I agree to indemnify and defend Gr8r Gaming LLC and its owners, employees, representative, and agents against all claims, causes of action, damages, judgments, cost, or expenses, including attorney fees and other litigation costs and expenses, which may in any way arise out of my (or my child's/party's) participation in interactive entertainment activities organized by Gr8r Gaming LLC, including injuries caused by the negligence of Gr8r Gaming LLC or its employees, representatives, or agents.
3. I agree to pay for all damages to the facilities of Gr8r Gaming LLC caused by my (or my child's/party's) negligent, reckless, or willful conduct.
4. I agree to observe and obey the behavior policy, minor policy, and all other posted rules and warnings, and to follow any oral instructions or directions given by Gr8r Gaming LLC or its employees, representatives or agents.
5. Any legal or equitable claim that may arise from my participation in interactive entertainment activities organized by Gr8r Gaming LLC shall be resolved under Kentucky law with exclusive jurisdiction and venue being in the state and federal courts of the State of Kentucky.
6. I agree and acknowledge that I am under no pressure or duress to sign this Release and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Release if I so desire, and that Gr8r Gaming LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this Release.
7. The invalidity or unenforceability of any provision of this Release, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Release or of any other application of such provision, as the case may be.
8. Any controversy or claim arising out of or relating to this Release, or the breach thereof, shall be settled by arbitration administered by a single arbitration appointed by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the

**BY ENTERING THE PREMISES YOU AGREE TO ALL  
POLICIES PUT IN PLACE BY Gr8r Gaming LLC**

All policies can be reviewed at [www.Gr8rGaming.com](http://www.Gr8rGaming.com)

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arbitrator may be entered in the state or federal courts of the State of Ohio or a court that has jurisdiction to enter it.

9. I authorize Gr8r Gaming LLC and those acting under its authority to take images and recordings of me (and my child/party) and to use my (and my child's) name, photograph, voice and/or likeness for advertising, trade and/or publicity purposes, without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet, without notice, review or approval. I further agree that Gr8r Gaming LLC owns all images and recordings it takes, and I waive any and all interest in the images and recordings. The permissions granted hereby shall continue to be in force and effect forever.

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