

LEVEL UP LIVE, LLC
WAIVER & RELEASE OF LIABILITY

PLEASE READ THIS AGREEMENT (the "Agreement") and only sign if you understand and agree to all of the terms set forth below. BY SIGNING THIS AGREEMENT, you will waive certain legal rights, including but not limited to a waiver of claims and the right to sue or seek monetary damages from Level Up Live, LLC (the "Company"), Evike.com Inc. (the "Additional Released Party"), and their respective managers, members, employees, independent contractors, agents, affiliates, subsidiaries, successors, and assigns, if a personal injury, property damage, or any other loss is sustained at any of the Company's or Additional Released Party's premises (the "Premises"). The Premises shall include, but are not limited to, 30200 SE 79th St Unit 110, Issaquah, WA 98027, 2801 W. Mission Rd, Alhambra, CA 91803, or any other location owned, operated, leased, managed, or controlled by Level Up Live, LLC, or Evike.com Inc., or any of their affiliates, subsidiaries, or successors. If you do not agree to any term, provision, or paragraph of this Agreement, do not sign the Agreement and immediately exit the Premises.

All Participants in activities on the Premises must complete and sign this Agreement prior to such Participation. This Agreement is effective upon the date and time of the signing (the "Effective Date") and shall remain valid and effective to release and indemnify the Company, Evike.com Inc., together with their managers, members, employees, contractors, affiliates, subsidiaries, successors, and agents, from any claims arising for up to one (1) year after the Effective Date.

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

On behalf of myself, my spouse, child(ren), ward(s), heir(s), personal representative(s), and their respective successors and assigns, and in consideration of the services and activities provided by the Company, Evike.com Inc., their managers, members, employees, agents, officers, directors, affiliates, subsidiaries, successors, volunteers, participants, clients, customers, invitees, independent contractors, insurers, facility operators, Premises owners, and all other persons or entities acting in any capacity on their behalf, together with their respective successors and assigns (hereafter collectively the "The Released And Indemnified Parties"), I hereby agree to forever release, remise, discharge, defend, hold harmless, and indemnify The Released And Indemnified Parties as set forth in this Agreement.

1. **RELEASE AND INDEMNITY:** For myself, my spouse, child(ren), ward(s), heir(s), personal representative(s), and their respective successors and assigns (hereafter collectively, the "Releasing Parties"), I hereby agree to release, remise, forever discharge, defend, hold harmless, and indemnify, The Released And Indemnified Parties, including Level Up Live, LLC, Evike.com Inc., and any other persons or entities acting on their behalf at any of their locations or facilities, from and against any and all claims, actions, causes of action, proceedings, suits, costs, liabilities, damages, and expenses, whether known or unknown (including but not limited to all direct, special, incidental, exemplary, punitive, and consequential damages, losses of any kind, and attorney fees), including

claims arising from negligence (ordinary or gross), recklessness, or strict liability, and however caused, including without limitation by the reckless, negligent, or grossly negligent conduct of The Released And Indemnified Parties (collectively, "Claims") of any and all of the Releasing Parties that arise on, are based upon, or result from, any act, event, occurrence, or omission on the Premises during the Claim Period.

2. **ACKNOWLEDGEMENT OF RISKS:** I acknowledge that by its very nature, airsoft and related activities (the "Activities") at the Premises, present, carry, and involve a serious risk of illness, property damage, and/or physical injury to both active participants and spectators. I acknowledge that the Activities are inherently dangerous and hazardous and acknowledge that by participating in, observing, or allowing minors of whom I have legal custody to participate in or observe the Activities, I am, on behalf of myself and on behalf of each of the Releasing Parties, expressly assuming all known and unknown risks, whether foreseeable or unforeseeable, associated with the Activities and expressly contracting not to sue for any injury, illness, or loss sustained as a result of such participation in or observation of the Activities.
3. **ASSUMPTION OF RISK AND LOSS:** I ACKNOWLEDGE THAT ALL ACTIVITIES AT THE PREMISES, BOTH DURING AND AFTER THE CLAIM PERIOD, INCLUDING THE ACTIVITIES OF THE RELEASED AND INDEMNIFIED PARTIES, THE ACTIVITIES OF THE RELEASING PARTIES, AND THE ACTIVITIES OF THIRD PARTIES, ARE POTENTIALLY AND INHERENTLY DANGEROUS, AND I KNOWINGLY AND FREELY ASSUME ALL KNOWN AND UNKNOWN RISKS on behalf of myself and the other Releasing Parties, including without limitation all risks of injury, illness, property damage, and/or death.
4. **INJURIES BY AND TO THIRD PARTIES:** I further and specifically acknowledge that the Releasing Parties, including myself, my spouse, my child(ren), and my ward(s), if any, may be injured by the actions of customers, invitees, employees, or contractors of the Company or Evike.com Inc. at the Premises (hereafter "Third Parties"). In such event, I agree to release, discharge, waive, defend, and indemnify The Released And Indemnified Parties against any Claims arising from acts or omissions of Third Parties on the Premises during the Claim Period. I also acknowledge that the acts or omissions of the Releasing Parties, including myself, my spouse, child, and ward, if any, may cause injury to other customers, invitees, employees, independent contractors, or agents of the Company or Evike.com Inc. while on the Premises during the Claim Period. In such event, I agree to defend, indemnify, and hold harmless The Released And Indemnified Parties and any third-party invitee or customer against any Claim arising during the Claim Period which was caused, in whole or in part, by one or more of the Releasing Parties.
5. **INSURANCE:** I certify and represent that I have adequate personal insurance or sufficient personal assets to fully indemnify The Released And Indemnified Parties against any Claims of any of the Releasing Parties against any of The Released And Indemnified Parties for which I have an indemnity obligation under this Agreement. I further certify and represent that I have adequate personal insurance or sufficient personal assets to fully defend, hold harmless, and indemnify The Released And Indemnified

Parties against any Claims of any third party caused in whole or in part by any act or omission of one or more of the Releasing Parties.

6. **RULES:** I acknowledge that I have read and understand all of the posted and presented rules and safety standards for participating in any of the activities offered at any Premises and agree to abide by any and all such rules and standards. I further agree to follow any instructions or directions given by The Released And Indemnified Parties or their employees and agents.
7. **REPRESENTATIONS:** I represent to The Released And Indemnified Parties that all of the Releasing Parties participating in any activity on any Premises are physically able to participate in all such activities and have no preexisting physical, medical, or mental health condition, including without limitation any allergies, exercise-induced conditions, or conditions induced by strobe lighting or other forms of lighting, that would endanger such participant while participating in the activities on the Premises.
8. **BASIS OF BARGAIN:** I understand that the Company and Evike.com Inc. would not allow use of the Premises to me, my spouse, my child, or my ward, if any, without my agreement to the terms and conditions set forth herein.
9. **CHOICE OF LAW AND VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to principles of conflicts of law, and venue for disputes under this Agreement shall be exclusively in the courts of the State of Washington.
10. **MODEL RELEASE:** I irrevocably grant the Company and Evike.com Inc. the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/ward's name, face, likeness, voice, and appearance in connection with exhibitions, publicity, advertising, and promotional materials.
11. **INDEMNITY:** In addition to the indemnity provisions of the Agreement set forth in other paragraphs, I hereby agree on behalf of myself, my spouse, my child(ren), and my ward(s), if any, to indemnify and hold harmless the Company and Evike.com Inc., as well as their agents, owners, officers, directors, and premises owners, from any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever directly or indirectly arising out of, or relating to acts or omissions while participating in any activities at any Premises.
12. **MISCELLANEOUS:** I acknowledge and agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable law. In the event that any clause or provision of this Agreement is determined to be unenforceable as a matter of law, such clause or provision shall be severed from the Agreement, and the remainder shall continue in full force and effect.
13. **FORCE MAJEURE:** I agree that The Released And Indemnified Parties shall not be liable for any loss, damage, or delay in the performance of their obligations due to causes beyond their reasonable control, including but not limited to acts of God, natural disasters, pandemics, strikes, lockouts, accidents, acts of terrorism, or interruptions, loss

or malfunctions of utilities, communications, or computer (software and hardware) services.

14. **JURY TRIAL WAIVER:** I, on behalf of myself and the Releasing Parties, hereby waive, to the full extent permitted by applicable law, any right to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement, the Activities, or any injury sustained in connection with the Activities.

I HAVE READ THIS RELEASE AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARENT OR GUARDIAN LIABILITY WAIVER ON BEHALF OF MINOR

I represent that I am duly qualified as the parent, legal guardian, or authorized custodian of the above-listed person (hereafter the "Minor") and that I have the authority to execute this Agreement on behalf of the Minor. I further agree to be legally bound by the provisions of this Agreement and to indemnify and hold harmless The Released And Indemnified Parties, including Level Up Live, LLC, Evike.com Inc., and any other persons or entities acting on their behalf at any of their locations or facilities, from any claims that the Minor may now have or may arise in the future during the Claim Period against any of The Released And Indemnified Parties arising on the Premises, including but not limited to claims for personal injury, property damage, or any other loss.

I further agree that if it is determined that I am not the parent, legal guardian, or legal custodian of the Minor, or that I did not have the authority to sign this Agreement on behalf of such Minor, I will nevertheless personally defend, indemnify, and hold harmless The Released And Indemnified Parties from and against any claim or cause of action arising from the Minor's participation in activities at any of the Premises.

ELECTRONIC SIGNATURE ACKNOWLEDGMENT

I HEREBY ACKNOWLEDGE (1) THAT THIS DOCUMENT IS ELECTRONICALLY SIGNED IN ACCORDANCE WITH RCW 1.80.060 AND (2) THAT THIS DOCUMENT IS VALID AND MAY BE ENFORCED IN THE SAME MANNER AS A HAND-SIGNED DOCUMENT THAT EXISTS IN PHYSICAL FORM. I ALSO EXPRESSLY ACKNOWLEDGE THE VALIDITY OF THE ELECTRONIC SIGNATURE APPENDED TO THIS DOCUMENT, WHICH WAS MADE BY ME ON THE DATE THIS FORM WAS ELECTRONICALLY SUBMITTED.

I FURTHER AGREE THAT I HAVE KNOWINGLY AND EXPLICITLY WAIVED ANY RIGHT TO CLAIM THIS DOCUMENT IS INVALID OR UNENFORCEABLE BASED ON (1) THE FACT THAT THIS DOCUMENT EXISTS IN ELECTRONIC FORM OR (2) THE FACT THAT THIS DOCUMENT IS SIGNED ELECTRONICALLY.