

WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (the "**Participant**") desires to enter the premises of AngerHouse, LLC ("**AngerHouse**") located at 347-349 West Main Street, Birdsboro, Pennsylvania (the "**Premises**") to engage AngerHouse's services including, but not limited to, the anger and rage room activities (the "**Activity**" or "**Activities**"). As lawful consideration for being permitted by AngerHouse to be on the Premises and engage in the Activity, I, as the Participant, or on behalf of the Participant as their parent or legal guardian, agree to all the terms and conditions set forth in this Waiver and Release of Liability and Assumption of Risk (this "**Waiver**").

1. I hereby acknowledge and agree that use by the Participant of the facilities, services, equipment or premises offered by AngerHouse involves risks of injury to persons and property. I understand, voluntarily accept and assume full responsibility for such risks, which include (but are not limited to) injuries arising from use of tools and equipment; injuries arising from participation in supervised or unsupervised activities or programs; injuries and medical disorders arising from exercising such as heart attacks, strokes, heat stress, sprains, broken bones, and torn muscles and ligaments, among others; accidental injuries occurring in dressing rooms, showers and other facilities; and injuries so severe they result in permanent disability, head injury, paralysis, and even death.

2. I represent that the Participant are in good physical condition and have no disability, illness, or condition that could prevent the Participant from participating in the Activities without injury or impairment of health.

3. COVID-19.

(a) I am aware of the contagious nature of bacterial and viral diseases, including but not limited to the 2019 novel coronavirus disease ("**COVID-19**") and other infectious diseases (collectively, "**Diseases**") and the risk that the Participant may be exposed to or contract COVID-19 and/or other Diseases by being on the Premises and participating in the Activities. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability death, or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions or negligence of others, including AngerHouse and/or its members, managers, employees, servants, agents and representatives. I understand that while AngerHouse has implemented preventative measures to reduce the spread of COVID-19 and/or other Diseases, AngerHouse cannot guarantee that the Participant will not become infected with COVID-19 and/or other Diseases while on the Premises and that being on the Premises may increase my risk of contracting COVID-19 and/or other Diseases. NOTWITHSTANDING THE RISKS ASSOCIATED WITH COVID-19 AND OTHER DISEASES, I ACKNOWLEDGE THAT THE PARTICIPANT IS VOLUNTARILY ENTERING THE PREMISES TO ENGAGE IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH OR PROPERTY DAMAGE RELATED TO COVID-19 AND OTHER DISEASES ARISING FROM MY BEING ON THE PREMISES AND/OR UTILIZING THE SERVICES, WHETHER CAUSED BY THE NEGLIGENCE OF ANGER HOUSE AND ITS RELEASES AND ITS MEMBERS, MANAGERS, EMPLOYEES, SERVANTS, AGENTS AND REPRESENTATIVES, OR OTHERWISE.

(b) I agree that the Participant shall not to enter the Premises if the Participant:

- is experiencing symptoms of COVID-19 or any other Disease (such as cough, shortness of breath and/or fever);
- has a confirmed or suspected case of COVID-19 or any other Disease; or
- has come in close contact in the last fourteen (14) days with a person who has been confirmed or suspected of having COVID-19 or any other Disease.

4. IN CONSIDERATION OF THE PARTICIPANT BEING PERMITTED TO ENTER THE PREMISES FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION, USE OF FACILITIES, SERVICES OR EQUIPMENT, OR PARTICIPATION IN ANY WAY, I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST ANGERHOUSE AND/OR ITS MEMBERS, MANAGERS, EMPLOYEES, SERVANTS, AGENTS AND REPRESENTATIVES, AND THEIR RESPECTIVE HEIRS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "**RELEASEES**"), ON ACCOUNT OF INJURY TO PERSON, INCLUDING INJURY LEADING TO DEATH, ILLNESS, DISABILITY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF ANGERHOUSE OR OTHERWISE ARISING OR ATTRIBUTABLE TO THE

PARTICIPANT BEING ON THE PREMISES OR PARTICIPATING IN THE ACTIVITIES; INCLUDING BEING EXPOSED TO OR CONTRACTING COVID-19 OR OTHER DISEASES, WHETHER ARISING OUT OF THE NEGLIGENCE OF ANGERHOUSE OR ANY OTHER RELEASEE, OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST ANGERHOUSE OR ANY OTHER RELEASEE, AND, AND FOREVER RELEASE AND DISCHARGE ANGERHOUSE AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS. I also hereby agree to INDEMNIFY ANGERHOUSE AND THE RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE OR COST ANGERHOUSE MAY INCUR DUE TO THE PRESENCE OF THE PARTICIPANT IN, ON OR ABOUT THE PREMISES OR PARTICIPATING IN THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE PARTICIPANT, ANOTHER ATTENDEE, OR OTHERWISE. I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ANGERHOUSE AND ALL OTHER RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS AND EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS WAIVER, ARISING OUT OF OR RESULTING FROM ANY CLAIM OF ME OR ANY THIRD PARTY INCLUDING THOSE RELATED TO COVID-19 AND/OR ANY OTHER DISEASE DUE TO THE PARTICIPANT BEING ON THE PREMISES OR PARTICIPATING IN THE ACTIVITIES. IN NO EVENT SHALL ANGERHOUSE AND THE RELEASEES BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. I agree that, upon entering the Premises, the Participant shall comply with all of AngerHouse's rules and regulations including but not limited to, all protocols put into place to prevent the spread of COVID-19 or any other Disease.

6. I further expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the law of the Commonwealth of Pennsylvania and that if any portion is held invalid, the balance shall continue in full force and effect. I HAVE READ THIS WAIVER AND AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THIS AGREEMENT HAVE BEEN MADE.

BY SIGNING THIS WAVIER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS WAIVER AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO SUE ANGERHOUSE AND THE OTHER RELEASEES.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, I am executing this Waiver as of the day and year written below.

If the Participant is at least 18 years old:

Participant Name: _____ Signature: _____ Date: _____

If the Participant is under the age of 18 years old:

Participant Name: _____ DOB: _____

Parent/Legal Guardian

Name: _____ Signature: _____ Date: _____

Phone Number: _____