



Personal Injury Waiver

I, _____ (Participant), assume all risk of personal injury, including death, and all damage to personal property sustained while playing HIT ME! and release Kaho Abe (creator of HIT ME!), any organizer of the attended HIT ME! event, and any HIT ME! challengers (all hereinafter referred to as the Released Parties) from any and all liability for any injury, death or damages, suffered by Participant while at the HIT ME! event, whether due to negligence of the said parties, their respective agents, servants or employees.

Participant agrees to defend, indemnify and hold the creator of HIT ME! and other Released Parties harmless from and against any and all actions, suits, claims, demands, causes of action, proceedings, losses, costs, expenses including, without limitation, all attorney fees and disbursements, damages, liability and fines or penalties, in any way arising out of, or relating to, connected with directly or indirectly, the use of the HIT ME! game regardless of whether there is active or passive negligence or fault on the part of HIT ME! or the other Released Parties.

Participant will not sue or make a claim against any of the Released Parties for loss or damage on account of any injury. If I violate this agreement by filing such a suit or making such a claim, I will pay all attorneys' fees and costs of the Released Parties.

Participant agrees that this agreement shall be governed by and construed in accordance with the laws of the State of New York. All disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a Court located in the State of New York, U.S.A. to the exclusion of the Courts of any other State or Country.

Participant voluntarily assume all risks, known and unknown, of any and all injuries suffered by the Participant, occurring at any time after the execution of this waiver, however caused, even if caused in whole or in part by the action, inaction, or negligence of the released parties, to the fullest extent allowed by law.

Signature of Participant

Date

Print Name

Signature of Participant's Parent or Legal
Guardian if Participant is under 18 years of age

Date

Print Name

Note: All forms subject to change without notice