

WAIVER AND RELEASE OF LIABILITY FORM

PLEASE READ CAREFULLY!

By signing this agreement, you will waive certain legal rights, including the right to sue

I. Assumption of Risk - Simulation Racing

1. I, the undersigned, wish to participate in Simulation Racing (henceforth referred to as the “Activity”) at ReBoot Gaming Hub, located at 805 Sargent Avenue. I recognize and understand that the Activity involves risks that include, but are not limited to:
 - a. Equipment malfunction
 - b. Injuries resulting from tripping or falling within and around the simulator rigs
 - c. Injuries resulting from physical exertion while partaking in the Activity
2. In full understanding of such risks, I wish to engage in Simulation Racing and hereby assume all associated risks. I also indemnify and hold harmless ReBoot Gaming Hub (henceforth referred to as the “Host”) against any and all claims, actions, suits, proceedings, costs, expenses, damages, liabilities - including attorney’s fees and costs - arising out of or related to the participation of the Activity. I release the Host from any and all such liability, and understand that this release is binding upon my estate, heirs, representatives, and assigns.

II. Release of Liability, Waiver of Claims and Indemnity Agreement

1. I WAIVE ANY AND ALL CLAIMS that I have or may have against the Host, their directors, officers, employees, agents and representatives (henceforth collectively referred to as the “Releasees”).
2. I RELEASE THE RELEASEES from any and all liability from any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in the Activity due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES.
3. I HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property and personal injury to any third party resulting from my participation in the Activity.
4. I UNDERSTAND THAT THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING upon my heirs, next of kin, executors, administrators and assigns in the event of my death.
5. I ACKNOWLEDGE that pictures and video may be taken on the premises by the Host or others, and I grant them the right to publish and republish media that features myself, in whole or in part.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT OR COERCION

Name: _____

Signature: _____

Date: _____

EQUIPMENT RENTAL AGREEMENT

This Rental Contract (the “*Agreement*”) is signed and made effective on _____ (the “*date*”) by _____ (henceforth referred to as the “*Renter*”) and **ReBoot Gaming Hub** (henceforth referred to as the “*Owner*”). Both parties hereby agree to be bound by the terms and conditions set forth in this Agreement. This Agreement outlines the terms and conditions governing the rental of property located within **805 Sargent Avenue**.

I. Equipment Description

The Owner agrees to rent the equipment within the premises of **805 Sargent Avenue** to the Renter for entertainment purposes. The Owner also agrees to maintain the equipment and ensure that they are in working order prior to a session. The available equipment for use includes:

- PC-based racing simulators
- PlayStation 5 based racing simulators
- A PlayStation VR2 virtual reality headset

II. Use of Equipment

The Renter will use the equipment in a careful manner and will comply with all of the manufacturer’s requirements and recommendations respecting the equipment. The Renter will only use the equipment for its designated purpose and not for any other purpose. Furthermore, unless the Renter obtains written consent from the Owner, the Renter will not alter, modify or attach anything (software or hardware) to the equipment.

The Owner reserves the right to refuse renting the equipment if impairment due to alcohol or drugs is detected.

III. Term

The Agreement will be made effective on the aforementioned date, and the Renter would henceforth be able to use the equipment and pay an hourly fee for said usage. Renters are given the choice to make a lump sum payment prior to the start of their rental period or make the payments at the end of their session.

Should the Renter choose the former, they may request extensions of their rental period during their session. Should the Renter choose the latter, the fee of their session before taxes will be rounded up the nearest dollar.

The Owner reserves the right to prematurely end a session if the Renter fails to comply with the rules of the establishment or the requests of the Owner.

IV. Loss and Damage

To the extent permitted by law, the Renter will be responsible for damage or destruction of the Equipment from any and every cause. If the equipment is damaged, the Renter will put or cause the Equipment to be put in a state of good repair, appearance and condition.

In the event of destruction of the equipment, which is classified by non-repairable damage or repairable damage that exceeds the market value of the equipment, the Renter will pay to the Owner all unpaid rent for their session plus the market value of the equipment.

V. Ownership, Right to Lease and Quiet Enjoyment

1. The equipment is the property of the Owner and will remain the property of the Owner. Thus, any component of the equipment should not be moved from their positions.
2. The Renter will not encumber the equipment or allow the equipment to be encumbered or pledge the equipment as security in any manner.
3. The Owner warrants that the Renter has the right to rent the equipment according to the terms in this Agreement.
4. The Owner warrants that as long as no significant event or emergency has occurred, the Owner will not disturb the Renter's quiet and peaceful usage of the equipment so long as the equipment is used for its designated purpose.

VI. Notice to Renter

NOTICE TO THE RENTER: This is an agreement to rent property. You are not buying any of the equipment within the premises. **DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT.** You are entitled to a complete copy of this Agreement when you sign it.

IN WITNESS WHEREOF _____ and **ReBoot Gaming Hub** have duly affixed their signatures under hand and seal on the date of _____

Owner

Name: **ReBoot Gaming Hub**

Signature: _____

Renter

Name: _____

Signature: _____