

THE VAULT OHIO LLC

RELEASE OF LIABILITY AND WAIVER AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "**me**") desires to participate in video gaming, virtual reality and ESPORTS activities (whether singular or plural, hereinafter referred to as the "**Activities**") provided by The Vault Ohio LLC (the "**Company**"). In consideration of being permitted by the Company to participate in the Activities and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this RELEASE AND WAIVER instrument (this "**Release**").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE POTENTIALLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITIES, WHETHER CAUSED BY OR THAT MAY RESULT FROM THE NEGLIGENCE OF THE COMPANY OR ANY OTHER PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors/manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, "**Releasees**"), for any injury, accident, disability, death, or property damage arising out of or attributable to my participation in the Activities, whether arising out of the negligence of the Company, any Releasees, or any other participants, to the fullest extent permitted by law. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This waiver and release does not extend to claims for willful and wanton misconduct, or any other liabilities that Ohio law does not permit to be released by agreement.

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by or awarded against the Company or any other Releasees in a final judgment, arising out of or resulting from any claim of a third party related to my participation in the Activities, including any claim related to my own negligence or the negligence of the Company.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein. Any prior or contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter, are invalid and nonbinding on the parties. If any provision of this Release is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will remain in full force and effect as if this agreement has been executed without the invalid provision. This Release is binding on and shall inure to the benefit of the Company, its successors and assigns, and me and my heirs, beneficiaries, and personal representatives. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Ohio

without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Pike County, Ohio and I hereby consent to venue in, and the exclusive jurisdiction of, such courts.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING THE RIGHT TO SUE THE COMPANY.

To be Read and Signed by Participant (If 18 or Over)

Signature

Date

Printed Name

Date of Birth

Phone Number

Email

To be Read and Signed by Parent/Guardian of Minor Child:

I hereby represent that I am the parent or guardian of the minor whose name appears above. I have read and consent and agree to the terms and provisions set forth in this Release of Liability and Waiver and Assumption of Risk on behalf of myself and said minor.

Name of Minor

Date of Birth

Parent/Guardian Signature

Date

Parent/Guardian Printed Name

Phone Number