



## **TERMS OF USE AGREEMENT**

In consideration for acceptance as a customer of GRAPHIX GAMING CENTER LLC (referred to as "GRAPHIX GAMING" further in this document), I do:

- A. Certify I am at least 17 years of age (or have a parental consent form signed).
- B. Declare that I have read GRAPHIX GAMING Rules and agree to abide by them & understand that I may be asked to leave at anytime if an employee feels I have violated any of these rules. ( at the discretion of employee)
- C. Declare that I have read, understood, and accept the following:
  1. I agree to pay any costs for gaming experiences and/or fees for Special Events I sign up to play or damage I caused to any equipment.
  2. I understand that I am at all times responsible for my own safety when I participate at any gaming experience.
  3. I understand there could be a risk of medical problems (i.e., carpal tunnel, nerve damages, fatigue, eye strain, headaches, seizures, etc.) resulting from prolonged viewing of images on a TV screen or computer monitor and using game controllers, keyboards or other input devices. I expressly agree and promise to accept and assume all of the risks involved.
  4. I agree to pay any reasonable cost to repair or replace any GRAPHIX GAMING or sponsor equipment lost or damaged by myself through my actions, whether intentional, by accident or negligence. The determination of whether to replace or repair damaged equipment shall be made by the owner of such equipment (Graphix Gaming). I will not be responsible for normal wear and tear on any equipment provided by GRAPHIX GAMING or sponsor. ("You Brake it You Buy It")
  5. I understand and agree not to hold GRAPHIX GAMING., its officers, directors, employees, staff, or sponsors liable for any damages, theft or loss of any personal items brought to the establishment.
  6. To the fullest extent allowed by law, I agree to WAIVE, DISCHARGE CLAIMS, RELEASE FROM LIABILITY AND INDEMNIFY GRAPHIX GAMING, its officers, directors, employees, staff, or sponsors from any and all demands, causes of action, costs, expenses or obligations of any kind, known or unknown, on account of, or in any way resulting from, injuries and/or damages, even if caused by negligence by GRAPHIX GAMING, its officers, directors, employees, staff, or sponsors in any way connected to your gaming experience.
  7. I further agree to HOLD HARMLESS AND INDEMNIFY GRAPHIX GAMING its employees, staff, or owner from any claims, damages, injuries or losses caused by my own negligence while a participant at GRAPHIX GAMING. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns.
  8. This agreement is intended to be as broad and inclusive as permitted by law, and may not be modified in any way. If a provision or any part of a provision of this Contract is held to be invalid or legally unenforceable for any reason, the remainder of this Contract shall not be affected thereby and shall remain valid and fully enforceable.



***In signing this Agreement/Release of Liability, I acknowledge that I have read this document in its entirety with full knowledge of its meaning and significance. I understand that this is a Legal Document, and I freely and voluntarily assume all risks, whether known or unknown.***

Name (Printed) \_\_\_\_\_ Date of Birth (required) \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip Code \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

(complete for special offers and event notices (we do not share any info to anythird party))

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**HOW DID YOU HEAR ABOUT GRAPHIX GAMING CENTER (check all that apply):**

Drove By or Walked In

Google Search or Internet

Web Site

Friend or Family Member

Other (please list): \_\_\_\_\_

Updated: 10/01/2009