



Party Room Agreement

In consideration of being able to participate in the Party Room activities at Nemesis 5 E sports in Farmington, NM, the undersigned, on his or her own behalf, and on behalf of the minor and adult guest(s) listed below, acknowledges and agrees to the following conditions:

I agree to assume the full risk of any injuries or associated damages or loss which I and/or my minor and/or adult guest(s) may sustain in participating in Activities at Nemesis 5 Esports. I agree that I will not and that I will instruct my minor and adult guest(s) not to utilize any equipment on the premises unless and until the proper use of the equipment has been explained and is understood. I understand that such equipment must be operated in strict accordance with instructions. In the event of an emergency, I authorize Nemesis 5 Esports to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for my or my minor child's immediate care and agree that I will be responsible for the payment of any and all medical services rendered.

I, for myself, my spouse, my minor child, and on behalf of any of our heirs, executors and administrators, forever release and discharge Nemesis 5 Esports, and any of their employees, contractors, past, present and future directors, principals, owners, subsidiaries, divisions, affiliates, agents, and officers, collectively (the "Released Parties"), of and from any and all liabilities, claims, demands and causes of actions (including reasonable attorney's fees and costs) based upon personal injuries or illness (including death), damages or loss to me and/or my minor child, as well as property damage (i) arising out of or relating to participation, whether passively or actively in any Activity on the Premises, including but not limited to use of any equipment; or (ii) occurring on the Premises, including but not limited to my and/or my minor child's use of any restroom area, common area, associated sidewalks and parking areas. I agree not to bring any suits, claims, causes of action, demands or legal actions against the Released Parties. The release contained herein will be construed to apply to the greatest extent permitted by law and, if permitted by law, will apply even if any such injury or damage is caused in whole or in part by the Released Parties' own negligence or the negligence or willful conduct of any other patron who is on the Premises or who is participating in any of the Activities. I, for myself, my spouse, my minor child and on behalf of our heirs, executors and administrators, agree to indemnify and hold harmless the Released Parties, against all actions, claims, demands, judgments, executions, debts, costs of litigation and attorney fees of every kind and nature whatsoever, which may in any way arise out of or result from my and/or minor child's acts or omission on the Premises. The indemnity contained in this paragraph will apply even if any such injury or damage is caused, in part, by the Released Parties' own negligence.

PLEASE READ THE FOLLOWING CAREFULLY. Initial the line next to each statement, signifying that you understand and agree:

_____ I understand that all food must stay in the designated area (Party Room Only) and that if food is brought out of bounds, I am liable to any fees and payment of any and all damages to the property and equipment of Nemesis 5 Esports.

_____ I agree to pay for all damages to the facilities of Nemesis 5 Esports caused by my or my child's negligent, reckless, or willful conduct.

_____ I am responsible for making sure all required furniture (Tables and Chairs provided by Nemesis 5 Esports) are available for party guests ahead of time and if extra chairs or tables are needed, I will inform Nemesis 5 Esports.

_____ Each Party Room includes two consoles (PS4 & Xbox One) and nine PC stations. If further PC stations are needed, an extra fee (per PC station) will be added onto your bill.

_____ On the day of the Party, Nemesis 5 Esports will require a sign-in form to be signed by all minor and adult guests. Each child will require a signed waiver by a parent or adult guardian before they will be allowed to participate in any and all activities provided by Nemesis 5 Esports.



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CONTACT INFORMATION – To be completed by Party Room Organizer:

Name: _____

Email: _____

Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

DOB (MM/DD/YYYY): _____

PARTY ROOM INFORMATION

Party Package:

- **Silver - \$199.99**
- **Gold - \$249.99**
 - Party Pack A
 - Party Pack B
- **Platinum - \$299.99**
 - Party Pack A
 - Party Pack B

Room:

- **Red**
- **Blue**

Date of Reservation: _____

Time of Reservation: _____

Reason for Reservation: _____

If above reason is for a BIRTHDAY, please give name of Birthday Person(s): _____

Estimated Attendees (Including yourself): _____

MUST BE 18 OR OLDER TO SIGN

Print: _____

Sign: _____ Date: _____

By signing, you consent to be legally bound by this Document's agreement(s), acknowledgement(s), polic(ies), disclosure(s), consent term(s) and condition(s). You consent to be legally bound by our, terms and conditions available at Nemesis5Esports.com.