Level Up Arcade and Lounge
Waiver

LIABILITY WAIVER, ASSUMPTION OF RISK, AND RELEASE AGREEMENT
(Pennsylvania)

SECTION 1: ADULT PARTICIPANT AGREEMENT (18+)

Full Name: _____
Date of Birth: _____
Phone Number: _____
Email: _____

1. ASSUMPTION OF RISK
I understand that participation in activities at Level Up Arcade and Lounge ("the Business") involves inherent risks, including but not limited to:
Slips, trips, and falls
Interaction with arcade machines and equipment
Electrical equipment hazards
Crowded environment risks
Risks associated with consumption of alcohol (BYOB)
I voluntarily assume all risks, both known and unknown.

2. RELEASE OF LIABILITY
I hereby release, waive, and discharge Level Up Arcade and Lounge, its owners, employees, contractors, and affiliates from any and all liability for injury, illness, death, or property damage arising out of my presence at or participation in activities at the Business, to the fullest extent permitted by Pennsylvania law.

3. INDEMNIFICATION
I agree to indemnify and hold harmless the Business from any claims, damages, or expenses (including attorney fees) arising from my actions, negligence, or violation of this agreement.

4. BYOB ACKNOWLEDGMENT
I acknowledge that:
The Business permits Bring Your Own Beverage (BYOB)
I am solely responsible for my alcohol consumption
I will not provide alcohol to minors
The Business is not responsible for any injury or damage related to alcohol consumption

5. DAMAGE RESPONSIBILITY
I agree to be financially responsible for any damage I cause to arcade machines, property, or facilities due to misuse, negligence, or intentional conduct.

6. CODE OF CONDUCT
I agree to:

Follow all posted rules and staff instructions
Treat staff and guests respectfully
Refrain from unsafe, illegal, or disruptive behavior
Level Up Policies include:

1. All Persons entering the arcade will have a membership and create a profile for themselves prior to their first visit.
    a. All persons under 18 will have a parent or legal guardian fill out a waiver indicating supervision preferences in addition to the membership and profile.
2. No one under the age of 12 will be allowed in the arcade without an over 16 year old supervisor appointed by the parent or legal guardian listed on the signed waiver.
3. No one under the age of 18 will be permitted to enter the arcade after 6:30 PM without a parent or legal guardian present.
4. No verbal or physical violence of any kind will be tolerated at any time.
5. Bike owners are responsible for finding an appropriate spot to park their bikes. Bike owners assume responsibility for their possessions parked outside of the building.
6. No Vaping or smoking is permitted inside the building
7. There is a zero tolerance for drugs. No recreational drugs are permitted on the premises.
8. No firearms or weapons of any kind will be permitted inside the building for any reason.
9. No colors or gang related markings will be visible while in the arcade.

Failure to follow these rules will result in a 3 strike policy dependent on the degree of severity and/or frequency with which the rule is broken.

Strike 1: Verbal Repermand
Strike 2: Removal of the property for 1-7 days and a call to the legal guardian.
Strike 3: Removal of the property for 1-12 months, a call to a legal guardian and possibly law enforcement.

The Business reserves the right to remove me without refund for violations.

7. PHOTO/VIDEO CONSENT
I grant permission to the Business to use photographs or video recordings of me for marketing and promotional purposes without compensation.
☐ OPT OUT of photo/video use

8. GOVERNING LAW
This agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

SIGNATURE

Signature: _____ Date: _____

SECTION 2: MINOR PARTICIPANT AGREEMENT (UNDER 18)

Minor's Full Name: _____
Date of Birth: _____

Parent/Guardian Name: _____
Phone Number: _____
Email: _____

1. PARENT/GUARDIAN CONSENT
I certify that I am the parent or legal guardian of the above-named minor and grant permission for them to enter and participate in activities at Level Up Arcade and Lounge.

2. ASSUMPTION OF RISK (MINOR)
I understand and accept all risks associated with the minor's participation, including those described in Section 1.

3. RELEASE OF LIABILITY
On behalf of myself and the minor, I release and hold harmless the Business from any claims arising from the minor's participation, to the fullest extent permitted by Pennsylvania law.

4. INDEMNIFICATION
I agree to indemnify and hold harmless the Business from any claims brought on behalf of the minor.

5. BYOB ACKNOWLEDGMENT
I understand that alcohol may be present on the premises after 7PM and accept responsibility for ensuring the minor does not consume alcohol.

6. DAMAGE RESPONSIBILITY
I accept full financial responsibility for any damage caused by the minor.

7. PHOTO/VIDEO CONSENT

☐ I CONSENT to photo/video use of the minor
☐ I DO NOT CONSENT

SECTION 3: SUPERVISION REQUIREMENTS (UNDER 12 ONLY)

If the minor is under the age of 12, this section MUST be completed with a minimum of 3 supervisors. Supervision can only come from someone 16 or older. 16-18 year old supervisors are not to be responsible for more than 3 children.

1. Designated Supervising Adult Name: _____
   Relationship to Minor: _____
   Phone Number: _____

2. Designated Supervising Adult Name: _____
   Relationship to Minor: _____
   Phone Number: _____

3. Designated Supervising Adult Name: _____
   Relationship to Minor: _____
   Phone Number: _____

4. Designated Supervising Adult Name: _____
   Relationship to Minor: _____
   Phone Number: _____

5. Designated Supervising Adult Name: _____
   Relationship to Minor: _____
   Phone Number: _____

I authorize the above individual to supervise the minor while on the premises.

8. CODE OF CONDUCT
I agree that the minor will follow all rules and may be removed for misconduct without refund.

PARENT/GUARDIAN SIGNATURE

Signature: _____ Date:_____

MINOR SIGNATURE
I understand that I am responsible for my actions and will follow the rules of the arcade.
I have read the Level Up Arcades Policies and understand them.

Signature: _____ Date:_____

SECTION 4: GENERAL TERMS (APPLIES TO ALL)
This agreement is intended to be as broad and inclusive as permitted by Pennsylvania law.
If any portion is found unenforceable, the remainder shall remain in effect
This agreement applies to all visits, not just the date signed

LEVEL UP ARCADE AND LOUNGE STAFF USE ONLY
Date Signed: _____ Staff Initials: _____