

ENGAGEMENT AGREEMENT

This Agreement (the "Agreement") is made as of the date written below by and between Entertainment Lounge, LLC, and its owners, members, and managers as the persons or entity receiving the release and indemnity (hereinafter referred to as the "Company") and the customer (as named below) as the person or entity engaging the Company (hereinafter referred to as the "Customer", and at times the Company or Customer may be referred to as the "Party" or may be collectively referred to as the "Parties."

DESCRIPTION OF ACTIVITY AND PROPERTY

The Company will provide and facilitate the operation a mobile gaming service by way of a mobile gaming unit (the "Activities and Property") for recreational gaming activities on

Date of Event: _____

Time of Event: from _____ (Eastern Time) to _____ (Eastern Time)

At the following Full Address: _____

Deposit and Fees

The Customer agrees to pay the sum of \$ _____ for the Activities and Property described above on the date requested above.

The Customer must pay to the Company a deposit of \$50.00 which is due on the date of booking and that said payment of the deposit will ensure the scheduling of Customer's requested date of booking. The deposit is non-refundable if the Customer terminates this Agreement within (7) calendar days before the scheduled date of booking.

The remaining balance due must be paid upon the Company's arrival to the Customer on the scheduled day and prior to Customer's access to the Activities and Property and before any equipment is unloaded and activated.

There is no charge for delivery of the Activities and Property described above if the location specified above is within city limits of Fort Wayne, Leo/Cedarville, New Haven, Grabill or Hometown, Indiana. If the location where the Activities and Property are to be provided is outside of the City limits of Fort Wayne, Leo/ Cedarville, New Haven, Grabill or Hometown, Indiana, then the Company will implement a charge of \$2.00 per mile for every mile outside of the city limits of Fort Wayne, Leo/Cedarville, New Haven, Grabill or Hometown, Indiana.

OBLIGATIONS OF CUSTOMER

The Customer will be solely responsible for the oversight, supervision, care, and protection of any of the Customer's guests and invitees including any minor children.

The Customer shall ensure that the Customer and its guests and invitees, including any minor children, refrain from using offensive, harassing, violent, or threatening language or engaging in any offensive, harassing, destructive or violent conduct.

The Customer shall ensure that the Customer and its guests and invitees, including any minor children, are not subject to any unapproved or unauthorized images, depictions, mental impressions, or content.

THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.

Customer:

Printed Name

Signature

Dated: _____

Company:

Printed Name

Signature

Dated: _____

GENERAL RELEASE AND WAIVER

This Agreement (the “**Agreement**”) is made as of the date written below by and between Entertainment Lounge, LLC, and its owners, members, and managers as the persons or entity receiving the release and indemnity (hereinafter referred to as the “**Company**”) and the customer (as named below) as the person or entity releasing and indemnifying the Company (hereinafter referred to as the “**Customer**”), and at times the Company or Customer may be referred to as the “**Party**” or may be collectively referred to as the “**Parties.**”

DESCRIPTION OF ACTIVITY AND PROPERTY

The Company will operate a mobile gaming service by way of a mobile gaming unit (the “**Property**”) for recreational gaming activities.

OBLIGATIONS OF CUSTOMER

The Customer will be solely responsible for the oversight, supervision, care, and protection of any of the Customer’s guests and invitees including any minor children.

The Customer shall ensure that the Customer and its guests and invitees, including any minor children, refrain from using offensive, harassing, violent, or threatening language or engaging in any offensive, harassing, destructive or violent conduct.

The Customer shall ensure that the Customer and its guests and invitees, including any minor children, are not subjected to any unapproved or unauthorized images, depictions, mental impressions, or conduct.

The Customer will be responsible for any negative effects resulting from pre-existing health concerns, issues, or conditions (mental health conditions, neurological conditions, behavioral conditions, etc.)

The Customer will be responsible for immediate and prompt payment to the Company to any lost, stolen, or damaged equipment sustained during the period in which the Company is providing the gaming services to the Customer by and through the Property. Payment to the Company must be made within 30 days from the scheduled event.

RELEASE AND INDEMNIFICATION

Customer and all of Customer’s guests and invitees, including any minors, desire and wish to release from liability, to waive all liability, and to completely indemnify the Company and its owners, managers, and members from any and all liabilities, losses, claims, judgments, suits, fines, penalties, damages, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof (including but not limited to attorney’s fees, court costs and expert fees) claimed by anyone by reason of injury or damage to persons or property sustained in or around the activity, event, operations, or Property as a proximate result of the acts or omissions of the Company or the Customer and any of its agents, employees, affiliates, owners, operators, members, managers, and successors and assigns.

Customer and all of Customer's guests and invitees, including any minors, waive any and all claims, and agree to release and agree not to sue the Company, and their respective owners, officers, managers, members, employees, representatives, agents, affiliates, subsidiaries, successors, and assigns with respect to any and all claims, liabilities, penalties, suits, expenses (including attorneys' fees and cost), medical expenses, emergency response expenses, or any losses of any kind, sickness, illness death or impact due to participation in any activities on or near the Property. Customer and all of Customer's guests and invitees, including any minors, further AGREE TO IUNDEMNIFY, HOLD HARMLESS, AND DEFEND the Company from, against, and with respect to any and all claims, causes of action, damages, injuries, expenses (including court costs and attorneys' fees), medical expenses, emergency response expenses and losses of any kind sought or brought by or on behalf of Customer and any of Customer's guests and invitees, including any minors, their dependents, their spouses, or any of the other family members or any of their estates, of heirs for , relating to, or arising from any injury, sickness, illness death, or impact due to the participation in any activities on or near the Property.

ASSUMPTION OF RISK AND NO DUTY OF THE COMPANY

Customer and all of Customer's guests and invitees, including any minors, expressly assume all risks associated with the operations and activities associated with the Property. Customer and all of Customer's guests and invitees, including any minors, all understand and consent that the Company shall have no duty to provide any security, protection, or any measures of risk mitigation to Customer or its guests or invitees including minor children.

Customer and all Customer's guests and invitees, including any minors, acknowledge and agree that each VOLUNTARILY ASSUMES THE FULL RISK of any injuries, illnesses, damages or loss, regardless of the severity thereof, that Customer and all of Customer's guests and invitees risk of injury includes, but is not limited to, mental impressions, exposure to violent or mature content, offensive language, neurological effects, psychological effects, minor injuries such as abrasions and bruises, and mor serious injuries such as broken bones, muscle pulls and dislocations, etc.

Customer and all of Customer's guests and invitees, including any minors, are hereby made aware and consent and the Company uses surveillance cameras and other surveillance mechanisms in order to ensure the safety and protection of the Property.

REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES

Each Party signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

MODIFICATION OF AGREEMENT

This Agreement may be supplemented, amended, and /or modified only by and through the mutual agreement of all Parties with documentation. No supplement or modification of this Agreement shall be binding unless done so in writing and signed by all Parties to this Agreement.

GENERAL WAIVER

The failure of any Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any Party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the Party against whom the waiver is being enforced.

ENTIRE AGREEMENT

This is the entire agreement between the aforementioned Parties. It replaces and supersedes any and all oral agreements between the Parties, as well as any prior writings.

ENFORCEABILITY, SEVERABILITY AND/OR REFORMATION

In the event that any covenant, provision and/or restriction is found by a court of competent jurisdiction to be unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

In the event that any court determines that any of the covenants, provisions or restrictions to be excessive in duration or scope or to be unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

GOVERNING LAWS

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Indiana applicable to contracts made and to be wholly performed within such state, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in Indiana shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

JURISDICTION AND VENUE

This Agreement is to be construed pursuant to the current laws of the State of Indiana

The Customer will be responsible for any negative effects resulting from pre-existing health concerns, issues, or conditions (mental health conditions, neurological conditions, behavioral conditions, etc.)

The Customer will be responsible for immediate and prompt payment to the Company to any lost, stolen, or damaged property or equipment sustained during the period in which the Company is providing the gaming services to the Customer by and through the Property.

INCORPORATION OF GENERAL RELEASE AND WAIVER AGREEMENT

This Agreement specifically incorporates all terms and provisions of the General Release and Waiver Agreement provided to the Customer.

THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.

Customer:

Printed Name

Signature

Dated: _____

Company:

Printed Name

Signature

Dated: _____