Waiver and Release of Liability

Last Updated: January 25, 2026

This Waiver and Release of Liability (“Waiver”) is entered into by the undersigned participant and/or the parent/legal guardian of a minor participant (“Participant,” “I,” “me,” or “my”) in favor of No Coins Necessary LLC, a Michigan limited liability company, doing business as No Coins Necessary (“Company,” “we,” “us,” or “our”), including its owners, members, employees, contractors, volunteers, agents, affiliates, insurers, and representatives (collectively, the “Released Parties”). By signing this Waiver, I acknowledge that I have read and understood it and that I am voluntarily giving up substantial legal rights, including the right to sue.

1. Assumption of Risk

I understand that participation in activities and services provided by No Coins Necessary involves inherent, known, and unforeseen risks, which may include physical or emotional injury, illness, property damage, theft, or other loss. I voluntarily and knowingly assume all risks associated with participation, whether occurring inside the gaming trailer, around the trailer, or in connection with any offsite event where the Company provides services.

2. Release and Waiver of Liability

To the fullest extent permitted by law, I hereby release, waive, and discharge the Released Parties from any and all claims, demands, causes of action, damages, losses, costs, or liabilities arising out of or related to participation in any No Coins Necessary activity or event, including claims arising from negligence, except for claims resulting from gross negligence or intentional misconduct.

3. Indemnification and Hold Harmless

I agree to indemnify, defend, and hold harmless the Released Parties from any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorney fees) arising from or related to:

- My participation or the participation of any guest associated with my event
- Any act or omission by me or any guest at my event
- Any claim brought by a third party related to my event or participation

4. Booking Adult Responsibility

If I am the booking adult, I acknowledge and agree that I am responsible for the conduct of all participants and guests associated with my booking. I agree to cooperate with Company staff and enforce all rules communicated by staff for safety and event flow.

5. Guest Conduct, Removal, and Event Shutdown

I understand that the Company may remove any participant from gameplay or the trailer and/or end the event early if behavior is unsafe, disruptive, threatening, or if equipment is being mishandled. In such cases, I understand the event may be ended without refund.

6. Equipment Damage

I agree that any equipment damaged due to misconduct, misuse, or negligence by me or any guest associated with my event may be invoiced to the booking adult. The invoice must be paid within 14 calendar days of receipt.

7. Age Requirements

While the standard minimum age to enter the arcade is 6 years old, the Company may, at its sole discretion, allow participation by younger children on a case-by-case basis. Any such participation does not waive or reduce the responsibilities, assumptions of risk, or liability protections outlined in this Waiver.

8. Supervision and Reachability

Parents or guardians are not required to remain on-site during the event. However, the booking adult must be reachable at all times during the event and assumes responsibility for all guests and participants associated with the booking.

9. Media Release

I grant permission to the Company to photograph, record, and use images, video, and audio of me and/or my guests during the event for marketing, promotional, and commercial purposes without compensation, unless I provide written notice prior to the event requesting that no media be captured or used.

10. Payment, Deposit, and Cancellation Terms

I acknowledge that booking and payment policies, including deposits, cancellations, and rescheduling, are governed by the Company's posted booking policies and Terms and Conditions on the website.

11. Limitation of Liability

If the Company is found liable to me for any reason notwithstanding this Waiver, I agree that the total liability of the Released Parties shall be limited to the total amount paid by me for the event giving rise to the claim.

12. Governing Law and Severability

This Waiver shall be governed by the laws of the State of Michigan. If any portion of this Waiver is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.