

# BREAKOUT

## WAIVER AND RELEASE OF LIABILITY FORM

I agree and acknowledge as follows:

1. The Breakout Games places you in a room where you and the others in the room will rely upon clues and puzzles to enable you to escape out of the room. Each room contains furniture and objects consistent with the theme of the room. In some rooms, the participants are handcuffed and/or blindfolded. I fully understand and acknowledge that (a) risks and dangers exist in my participation in The Breakout Games; (b) my participation in such activities may be emotionally demanding, create a fear of claustrophobia or result in bodily injury; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of The Breakout Games, my negligence, the negligence of other participants, the negligence of others, accidents, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes and by my participation in these activities. I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of The Breakout Games or by any other person.
2. I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify The Breakout Games, its affiliates and related companies and their respective directors, managers, owners, officers, successors, assigns, agents, representatives and employees (collectively, the Released Parties) from any and all claims, actions or losses for bodily injury, emotional distress, pain and suffering, property damages, wrongful death, or otherwise which may arise out of my participation in the Breakout Games. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have now or in the future for the negligence or other conduct by the owners, agents, officers or employees of the Released Parties.
3. The Released Parties are not responsible or liable for my personal belongings while at The Breakout Games.
4. I give The Breakout Games the right to use any photographs or video recordings created while I participate in The Breakout Games activities for publicity and advertising purposes.
5. I acknowledge that the contact information set forth below is true and accurate.
6. I hereby grant permission for The Breakout Games to store my contact information for operational purposes, unless I grant the permission as set forth below.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_