

# Release of Liability and Assumption of Risk

As an undersigned, I hereby assume all of the risks from participating in the any/all activities associated with the Mental Break Mobile Escape Room or its surrounding facilities, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I understand this activity has potential risks including but not limited to:

- 1) Be subject to confinement, confusion, surprise, mental stress, and anxiety;
- 2) Potentially moving or lifting objects of not more than fifty pounds;
- 3) Use of simple tools;
- 4) Being in a reasonably small space with up to fifteen persons;
- 5) Possibility of failure to escape the room in the allotted time.
- 6) Use of step ladders, raised platforms, and or crawling and moving through small spaces
- 7) Possible exposure to flashing lights, black lights and lasers. Please notify staff if you are at risk for epileptic seizures.

I have no physical or mental illness that precludes my participation in a safe manner for myself or others. I am not under the influence of drugs or alcohol which impairs my ability to maintain my safety awareness or endangers others. If you are found to be under the influence, Mental Break reserves to right to remove and confiscate such alcohol, as well as decline and/or terminate participation in the Escape Room activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity. I agree that all staff or authorized agents may, in their sole discretion, determine it is unsafe for myself or others for my participation to continue, remove me from the premises by any lawful means.

I agree that Mental Break is entitled to charge myself for any damage, which is intentional or caused by the misuse of items.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me, THE FOLLOWING ENTITIES OR PERSONS: The directors, officers, employees, contractors, business partners, volunteers, representatives, and agents of any and all entities authorizing this activity;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

