



## RELEASE OF LIABILITY, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

***This document affects your legal rights:  
Read BOTH PAGES carefully before signing.***

### **1. ACTIVITIES AND ASSOCIATED RISKS BETWEEN YOU (“Participant”) and The Break Room:**

- I understand that although The Break Room (“The Break Room”) has taken safety precautions, the following Activities (“Activities”) can be hazardous. I may be exposed to inherent dangers and hazards, including but not limited to: pokes, cuts, bumps, bruises, falls, fractures, concussions, overexertion, overheating, injuries from my lack of fitness or conditioning, exposure to allergens which could cause life-threatening reactions, death, equipment failures, and negligence of others;
- I understand that as a consequence of these risks and other risks associated with the Activities that may not be listed here, I may become seriously ill, hurt, disabled or may die from the resulting injuries, and/or my property may also be damaged;
- I understand that hospital facilities, qualified medical care, and emergency medical evacuation may be delayed, limited or unavailable during portions of the Activities; and
- I understand that THE BREAK ROOM assumes no responsibility for providing medical care during the Activities, and I will have to pay for any medical care and/or evacuation that I incur.

In consideration of the permission to participate in the Activities, I agree to the terms contained in this document and waive all liability regarding the risks associated with my participation in the Activities with The Break Room.

**2. ASSUMPTION OF THE RISKS:** I hereby freely assume the inherent risks as well as any other risks not listed that are part of these Activities, and any harm, injury, illness, or loss that may occur to me or my property as a result of my participation in the Activities or during any transportation to or from the Activities—including any injury, illness, or loss caused by the negligence of THE BREAK ROOM, its employees, agents and officers, its contractors, and other Activities participants. I also understand that any equipment that I provide or may borrow or rent from THE BREAK ROOM or any other provider I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.

**3. RELEASE OF LIABILITY:** I hereby **RELEASE THE BREAK ROOM**, its employees, agents, officers, and contractors, the providers of any equipment used in the Activities, land owners, municipal or governmental providers of use permits, and their respective employees, officers, and directors (“the Released Parties”) **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, illness, death, loss or harm that occur to me** or to any other person or to any property during the Activities (see above for list of “Activities”) or in any way related to the Activities, including during transportation to or from the Activities. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This RELEASE does not extend to claims that California law does not permit to be released by Agreement. I also agree **NOT TO SUE** or make a claim against the Released Parties for death, injuries, loss or harm that occur during the Activities or are related in any way to the Activities.

**4. INDEMNIFICATION HOLD HARMLESS AND DEFENSE:** I promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this Agreement applies, including claims for their own negligence. I also promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activities. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney’s fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this Agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

Read BOTH SIDES carefully before signing.

**5. AGREEMENT TO FOLLOW DIRECTIONS:** I agree to follow the rules for the Activities provided to me and to follow directions given to me by the leaders of the Activities. I further certify that I have been provided the rules and understand them.

**6. INDEPENDENT CONTRACTORS:** I acknowledge that THE BREAK ROOM has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activities.

**7. USE OF MY LIKENESS:** I understand that during the Activities I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to THE BREAK ROOM and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.

**8. SEVERABILITY:** I agree that the purpose of this Agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by California law. I agree that if any portion or provision of this Agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the Agreement.

**9. APPLICABLE LAW AND FORUM:** This Agreement shall be construed in accordance with the laws of the state of California, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Activities shall be arbitrated first, if unable to settle, I agree that any suit be brought only in the state of California or Federal court located in Santa Clara County, California, and I agree to the jurisdiction and venue of those courts for any such dispute.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.**

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Date of birth: \_\_\_\_\_

**If participant is a minor, signature of parent or responsible adult is required below:**

In consideration of the minor child being permitted to participate in the Activities, I accept and agree to the full contents of this Agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding these Activities. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties** (defined in Section 3) **from all liabilities and claims that arise in any way from any injury, illness, death, loss or harm that occurs to the minor child** during the Activities or in any way related to the Activities. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this Agreement is intended to release claims for liabilities that California law does not permit to be excluded by Agreement.

Parent/Responsible Adult Signature: \_\_\_\_\_

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

(relationship): \_\_\_\_\_ Date: \_\_\_\_\_