



**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTIONS OF RISKS  
AND INDEMNITY AGREEMENT** (Hereinafter the "Release Agreement")  
BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN  
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION  
FOLLOWING AN ACCIDENT. **PLEASE READ CAREFULLY!**

## **BREAK ROOM WAIVER**

LAST NAME FIRST NAME MIDDLE INITIAL

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STREET CITY STATE POSTAL CODE

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PHONE AGE EMAIL

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**TO:** Break Room and their respective directors, officers, employees, guides, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releases").

### **DEFINITION**

In this Release Agreement, the term "Break Room" shall include any use or participation in the Break Room facility and related equipment, and any other activities, events or services provided, arranged, organized, sponsored or authorized by the Releases in any way associated or connected with the Break Room.

### **ASSUMPTION OF RISKS**

I am aware that the Break Room involves unusual risks, dangers and hazards including, but not limited to: accidents which may occur in the facility; slips and falls; malfunction of the equipment used; injury and open wounds; shock, stress or other injury to the body while participating in the Break Room; negligence on the part of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE Break Room.** I acknowledge that the Break Room may result in injury, worsening of an existing medical condition, or death. I freely accept and fully assume all such risks, dangers and hazards and the possibility of injury, death, property damage or loss resulting therefrom.

### **MEDICAL CONDITION**

I understand that the Break Room may place unusual stresses on the body. The Break Room is not recommended for persons suffering from asthma, epilepsy, cardio/respiratory disorder, hypertension, or skeletal, joint or ligament problems or conditions, and certain mental illnesses. Women who are pregnant or suspect they are pregnant, and persons who have consumed alcohol, are not recommended to engage in Break Room activities. I have been advised to consult with my medical practitioner if I have any concern about my medical condition or fitness to engage in the Break Room activities.

### **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releases agreeing to my participation in the Break Room, and permitting my use of the Break Room' equipment, room and other facilities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my participation in the rage room, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE Break Room;**
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Break Room;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the state of South Dakota and no other jurisdiction;
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the city of Aberdeen and shall be within the exclusive jurisdiction of the Courts of South Dakota.

**PHOTO/VIDEO RELEASE** - I consent to photographs and videos being taken of me during my participation in the Break Room, and to publication of the photographs and videos by the Releases for advertising, promotional and marketing purposes.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releases with respect to the safety of the Break Room, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

SIGNATURE OF PARTICIPANT (S) PRINT NAME OF PARTICIPANT(S)

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PRINT NAME OF PARENT/ GUARDIAN IF UNDER 18

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SIGNATURE OF PARENT/ GUARDIAN DATE:

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