***RELEASE AND WAIVER OF LIABILITY AND***

***ASSUMPTION OF RISK AGREEMENT***

*BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.*

***PLEASE READ THIS DOCUMENT CAREFULLY***

***Initials***

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

[Print Name] [Apt. and Street]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, , \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

[City] [Province/State] [Postal/Zip Code] [Birth Date: dd/mm/yy]

acknowledge and agree that in consideration of being permitted to participate in **Escape Room/ Axe Throwing** organized, staged and/or operated by **BREAKOUT BELLEVILLE** (hereinafter referred to as **“BREAKOUT BELLEVILLE**”):

# **I DO HEREBY RELEASE** **BREAKOUT BELLEVILLE** and its directors, officers, employees, sponsors, independent contractors and agents from all liability, and **DO HEREBY WAIVE** as against **BREAKOUT BELLEVILLE** and its directors, officers, employees, sponsors, independent contractors and agents all recourses, proceedings, claims, and causes of action of any kind whatsoever, in respect of any and all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in **Escape Room/ Axe Throwing** notwithstanding that such injuries or losses may have been caused solely or partly by the negligence or breach of duty of **BREAKOUT BELLEVILLE** **,**or any of their directors, officers, employees, sponsors, independent contractors or agents.

# **I HEREBY ACKNOWLEDGE AND AGREE THAT:**

* + **Escape Room/ Axe Throwing** may be dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of **Escape Room/ Axe Throwing** itself, others which result from human error and negligence on the part of the persons involved in organizing, staging and/or operating the **Escape Room/ Axe Throwing**;
  + as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss;
  + some of the aforesaid risks and hazards are foreseeable, but others are not;
  + I nevertheless ***freely and voluntarily assume all the aforesaid risks and hazards***, and that, accordingly, my preparation for, and participation in **Escape Room/ Axe Throwing** ***shall be entirely at my own risk***;
  + I understand that neither **BREAKOUT BELLEVILLE** nor any of its directors, officers, employees, sponsors, independent contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in **Escape Room/ Axe Throwing**
  + I have carefully read this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** (the "Agreement"), that I fully understand same, and that I am freely and voluntarily executing same;
  + I clearly understand that by signing this Agreement I will be **FOREVER PREVENTED FROM SUING OR OTHERWISE CLAIMING** against **BREAKOUT BELLEVILLE**, its directors, officers, employees, sponsors, independent contractors and agents for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for **Escape Room/ Axe Throwing** , whether or not such loss or injury is caused solely or partly by the negligence of **BREAKOUT BELLEVILLE** or any of its directors, officers, employees, sponsors, independent contractors and/or agents;
  + I have been given the opportunity and have been encouraged to seek legal advice prior to signing this Agreement;
  + I clearly understand that **BREAKOUT BELLEVILLE]** would not permit me to participate in **[insert sport or activity here]** unless I signed this ***RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT, that this RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT*** applies to **Escape Room/ Axe Throwing** whether occurring in the near or distant future, and that the terms of this Agreement have been explained to me by **BREAKOUT BELLEVILLE** or one or more of their representatives;
  + this ***RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT*** is binding on myself, my heirs, my executors, administrators, personal representatives and assigns;
  + this Agreement may be in addition to another agreement I must sign as a condition of participation in **Escape Room/ Axe Throwing** and that I am bound by the terms and conditions of both agreements; and
  + I agree that I am physically capable of participating in **Escape Room/ Axe Throwing** and that I have no pre-existing conditions that would hinder my ability to participate in **Escape Room/ Axe Throwing.**

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| --- | --- | --- |
|  |  |  |
| Participant Name (Please Print) |  | Witness Name (Please Print) |
| Participant Signature |  | Witness Signature |
| Date |  |  |

This Agreement must be completed in full, initialed, dated, signed and witnessed prior to participating in **Escape Room/ Axe Throwing.**