

RELEASE AND WAIVER

NOTICE: This Release and Waiver ("Agreement") affects your legal rights, please read carefully. Handwritten changes to this document are not permitted and will not be honored. This Agreement constitutes the entire Agreement and shall not be modified except via separate document, executed by both parties. If any portion of this Agreement is found to be void or unenforceable, the remaining terms shall remain in full force and effect.

In consideration of being permitted to engage in the following unsupervised activity: attempting to escape from a locked room which may include, but is not limited to, crouching, kneeling, climbing, crawling, and lifting ("Activity") coordinated by Simons Enterprise, LLC d/b/a Mission: Breakout Lafayette, I acknowledge and agree to, on my own behalf, and on behalf of my personal representatives, heirs, assigns, executors, administrators and next of kin, as follows:

Acknowledgements:

1. I am aware and acknowledge that injury or death may result from my participation in the Activity and from the use of the premises and facilities where the Activity is located or is to occur, or if premises and facilities are not an applicable description, the general area where the Activity is to occur, and the use of any machinery, equipment or apparatus located therein or thereon (collectively the "Activity Premises").
2. Upon entering the Activity Premises, I will inspect the same and my observation and my engagement, participation and/or involvement in the Activity shall constitute an acknowledgement that I find and accept them to be safe and reasonably suited for their intended purpose. I agree to assume all responsibility for and risks of bodily injury, death, or property damage due to negligence, or non-negligence of Releasees in the Activity or on the Activity Premises.
3. NOT A MINOR ACKNOWLEDGEMENT. I understand and acknowledge that I may not attend, participate in, or act as a spectator or bystander of Activity unless I am eighteen (18) years of age or older, or if less than eighteen (18) years of age, my parent or legal guardian has read and signed this Release and Waiver.
4. I hereby release, waive, discharge and covenant not to sue Simons Enterprise, LLC d/b/a Mission: Breakout Lafayette and its members, officers, employees, volunteers, representatives, and agents (collectively, the "Releasees") from and against any and all liability for any loss, damage, injury, expense, demand or cause of action that I may suffer whether with respect to personal injury, death, damage to or destruction of property, theft or otherwise, which may arise as a result of my presence in, upon or about the Activity Premises or my use of the Activity Premises.
5. I will indemnify and hold harmless the Releasees, collectively and individually, from any and all losses, liabilities, damages, demands, costs, causes of action and expenses that they may incur, for any reason whatsoever, which may arise as a result of my participation in the Activity, and my presence in, upon or about the Activity Premises.
6. I acknowledge that the Releasees of this authorizing entity are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity. This Release and Waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
7. I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility to treat me for the purpose of attempting to treat or relieve my injuries. I consent to the administration of all medical care.
8. I understand while participating in this activity, I may be photographed or filmed. I grant permission to be filmed, videotaped, audio taped or photographed by any means for commercial marketing purposes

and grant to Releasees full use of my likeness, voice and words without compensation, waiving all rights or privacy and release Releasees from liability for loss, damage or compensation for the use of my likeness, voice and words.

Date: _____

Print: _____

Signature: _____

Email: _____

PARENT/GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18).

_____ (“Minor”) is being permitted to participate in the Activity. I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of Minor or are in any way connected with such participation by Minor. I, hereby, confirm that all the above acknowledgements apply to Minor.

Date: _____

Print: _____

Signature: _____

Email: _____