

Break Time Springfield, LLC

Assumption of Risk, Waiver of Liability, And Indemnification Agreement

In consideration for gaining access to and use of **Break Time Springfield, LLC's**, a Massachusetts limited liability company ("Break Time"), property and facilities ("Break Time Facilities") and engaging in activities in and associated with Break Time ("Break Time Activities"), I, the undersigned, adult participant ("Adult Participant"), on behalf of myself, my spouse, children, parents, legal wards, heirs, assigns, personal representatives, estate, and insurers, and on behalf of any Minor Participant(s) listed below, agree as follows:

1. I am the Adult Participant, and/or Parent/Legal Guardian of Minor Participant(s) listed below, and I hereby acknowledge, accept and agree that use of Break Time's Facilities and participation in Break Time Activities, including specifically but without limitation participation in rage room activities such as smashing and destroying objects, involves known and unknown unanticipated risks that could result in physical and/or psychological injury, including but not limited to broken bones, sprained or torn muscles or ligaments, paralysis, cuts, lacerations, eye damage, other bodily injury, or death, or property damage caused by myself, Minor Participant(s), or a third party. I acknowledge that the foregoing list is not inclusive of all possible risks associated with use of Break Time Facilities and participation in Break Time Activities, and I agree that such list in no way limits the extent or reach of this Agreement. I acknowledge and understand that such risks cannot be eradicated without jeopardizing the core qualities of Break Time Activities. I have received information to my satisfaction regarding the use of Break Time Facilities and Break Time Activities and have had the opportunity to ask any and all questions I desired to ask. I hereby agree that my access, and access of Minor Participant(s), to Break Time Facilities and participation in Break Time Activities is voluntary and that I knowingly assume all inherent risks.
2. In further consideration of access and use of Break Time Facilities and participation in Break Time Activities, I, Adult Participant and/or Parent/Legal Guardian of Minor Participant(s), on behalf of myself, my spouse, my heirs, legal wards, personal representatives, assigns, and Minor Participant(s) (collectively, "Releasing Parties") do hereby release, waive, and discharge Break Time, its owners, directors, managers, members, officers, employees, affiliates, volunteers, independent contractors, equipment providers, and agents (collectively, "Protected Parties") from legal liability, claims, demands, and causes of action, whether known or unknown, anticipated or not, arising from the ordinary negligence of Break Time or Protected Parties, including personal and/or psychological injury or death from incidents or illnesses arising from use of Break Time Facilities or participation in Break Time Activities and any and all claims resulting from the damage to, loss of, or theft of property. I, for myself, any Minor Participant(s) and on behalf of Releasing Parties, further agree that except in the event of Break Time's gross negligence and/or willful and wanton misconduct, I shall not bring any claims, demands, legal liability, and/or causes of action against Break Time for any losses, whether economic or non-economic, due to property damage, personal and/or psychological injury or death sustained by me or Minor Participant(s) that are in any way associated with my use of

Break Time Facilities or participation in Break Time Activities. I, Adult Participant and/or Parent/Legal Guardian on behalf of Minor Participant(s), further agree to hold harmless, release, discharge, defend, and indemnify Break Time and Protected Parties (and pay any judgment and costs, including attorneys' fees and related expenses) from any and all claims of the Releasing Parties arising from injury or loss due to participation of myself or Minor Participant(s) at Break Time (including claims arising from the inherent risks of use of Break Time Facilities or participation in Break Time Activities and those arising from the ordinary negligence of Break Time or Protected Parties).

3. In the event any dispute arises, I, the Adult Participant and/or Parent/Legal Guardian on behalf of Minor Participant(s), agree to bring such dispute within one (1) year of the date of this Agreement and to engage in mediation to settle the dispute. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my participation or Minor Participant(s)'s participation at Break Time shall be binding, brought solely in a state or federal court sitting in Springfield, Massachusetts. I agree to the exclusive jurisdiction of the Courts of Massachusetts and application of the laws of the Commonwealth of Massachusetts.
4. I, Adult Participant and/or Parent/Legal Guardian on behalf of Minor Participant(s), hereby acknowledge, agree to and/or certify the following: I, and/or Minor Participant(s) am/are physically and psychologically able to participate in any and all Break Time Activities without aid or assistance. I and/or Minor Participant(s) am/are willing to assume the risk of any physical or medical condition I and/or Minor Participant(s) may have. I have read all rules governing participation of myself or Minor Participant(s) in Break Time Activities, I have explained such rules to any Minor Participant(s) listed in this Agreement, and I understand that failure to follow all Break Time Rules may result in the expulsion of myself and/or Minor Participant(s) listed in this Agreement from Break Time's facility.
5. This Agreement supersedes any and all previous oral or written promises or agreements with Break Time, this is the entire agreement between me, any Minor Participant(s) and Break Time. This Agreement cannot be modified or changed in any way by representations or statements by any agent or employee of Break Time. I certify that I am at least eighteen (18) years old. I acknowledge it is my and any Minor Participant(s)'s duty to inform staff and cease participating in Break Time Activities immediately if I or Minor Participant(s) feel any unusual discomfort or suffer any injury during participation and alert the staff to any rules violations or dangerous behavior of co-participants. I agree to inform Break Time of any injury (even minor injuries) prior to leaving the Break Time facility and I agree to assume all costs of emergency medical care and transportation. I grant Break Time the right, without limitation, to photograph, videotape and/or record me and/or Minor Participant(s) and authorize Break Time to use any such photographs, images, or likenesses in Break Time marketing and displays, regardless of media.

6. I expressly agree that the foregoing Agreement is intended to be as broad and inclusive as is permitted by applicable laws and that if any portion thereof is held void or unenforceable, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. By signing this Agreement, I understand that I am giving up substantial rights, including my right to sue and any right to sue on behalf of Minor Participant(s), and I acknowledge I am signing the agreement freely, voluntarily, and intelligently, and with the full knowledge of its legal consequences. I intend my signature to be a complete and unconditional release of all liability due to ordinary negligence by Break Time and the Protected Parties to the greatest extent allowed by law. I certify I am the parent or legal guardian of any Minor Participant(s) listed in this Agreement or have been granted power of attorney to execute this Agreement on behalf of a parent or legal guardian of such Minor Participant(s). In the event I do not have the authority to execute this Agreement on behalf of another, I agree I shall be solely liable for any and all resulting claims, actions, penalties, causes of action, services, fees, or similar expense.

Adult Participant

Printed name:

Date: _____