

TAKE A BREAK LLC RELEASE WAIVER

_____ **RELEASES** Take A Break LLC, and their respective directors, owners, partners, officers, employees, guides, agents, representatives, volunteers, independent contractors, subcontractors, affiliated entities, sponsors, paramedics, customers, spectators, health care providers, security, promoters, advertisers, sponsors, guest, successors and assigns, or anyone else located at or related to the activity or the location, and each of them for and on account of any and every claim, demand, action or right of action, of any kind of nature, either in law or in equity, known or unknown, from the date hereof until the end of time, for all manner of loss or damage, and any claim for loss or damage, known or unknown, on account of injury to the person or property of Participant or resulting in the death of the undersigned person for himself/herself and his/her minor child whether caused by negligence, of Take A Break LLC or for any reason whatsoever including but not limited to, engaging in the activity at Take A Break LLC (all of whom are hereinafter collectively referred to as the "Releasees").

_____ **DEFINITION** In this Release Agreement, the term "Sports" shall include any use or participation at Take A Break LLC 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 Take A Break LLC. You have a right to refuse to sign this agreement, assumption of risk, and waiver of liability and forego participation at Take A Break LLC.

_____ **ASSUMPTION OF RISKS** I am aware that the Sports involves unusual risks, dangers and hazards including, but not limited to: accidents which may occur in the facility; slips and falls, and tripping hazards; malfunction of the equipment used; injury and open wounds; shock, stress, flying and floor debris, confined spaces, collisions, surprises, impacts, sharp and jagged edges, rebounds, vibrations, acts and omissions by other people, changing environmental conditions, physical exertion, loud noises, other injury to the body, and other risks not specifically named while participating in the Sports; 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 SPORTS. I acknowledge that the Sports may result in injury, worsening of an existing medical condition, or death. Participation is voluntary. I freely accept and fully assume all such risks, dangers and hazards and the possibility of injury, death, property damage or loss resulting therefrom. I agree to abide by all of Take A Break LLC rules as related by Take A Break LLC employees and signs. I agree to follow all directions given by Take A Break LLC employees. I agree to immediately notify an employee of Take A Break LLC if I become aware of a condition that is or may become not safe and acceptable for participation. I agree to Take A Break LLC venue, equipment, and services, reasonably, safely, and responsibly. I agree to participate within my physical ability.

_____ **MEDICAL CONDITION** I understand that the Sports may place unusual stresses on the body. The Sports are not recommended for persons suffering from asthma, epilepsy, cardio/respiratory disorder, hypertension, or skeletal, joint or ligament problems or conditions, and certain mental illnesses. Activities in Take A Break LLC venue may cause significant physical, mental, and emotional stresses. Women who are pregnant or suspect they are pregnant, and persons who have consumed alcohol, are not

allowed to engage in the Sports. 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 Sports. **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT** In consideration of the Releases agreeing to my participation in the Sports, and permitting my use of the Sports' 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 Sports, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other 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 Sports referred to above;
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 Sports;
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 Washington and no other jurisdiction;
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the state of Washington and shall be within the exclusive jurisdiction of the Courts of Washington.

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

_____ **OTHER AGREEMENTS:** I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this event. I understand that if I become ill or injured while participating in Take A Break LLC activities, I will be responsible for my own health care expenses and have made arrangements to handle such expenses through insurance coverage, access to cash, or other methods

_____ If I engage in activities that result in damage to any part of Take A Break LLC property, I will be held liable financially for repairing any and all costs associated with the damage to property.

_____ In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Sports, 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.**

By signing as the parent or guardian for a minor, you are agreeing to let your minor engage in a potentially dangerous activity that can result in injury, you are giving up your child's/minor's right and your right to assert a claim against Take A Break LLC resulting from activities and/or participating in

Take A Break LLC including any and all claims caused by or related to the venue, equipment, and services provided by Take A Break LLC.

The Release Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

SIGNATURE OF PARTICIPANT _____

PRINT NAME OF PARTICIPANT _____

SIGNATURE OF PARENT/GUARDIAN IF UNDER 18

PRINT NAME OF PARENT/GUARDIAN IF UNDER 18

DATE: _____

of