



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY 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!

Last Name		First Name		Middle Initial
Street	City	Prov./State		Postal Code
Phone	Age		Email	

In consideration of being permitted to participate in any of the services provided by Laff Breaks, LLC, their agents, owners, officers, managers, directors, shareholders, designers, licensors, members, property owners, activity participants, business partners, and tenants of the property, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Laff Breaks"), I hereby agree to forever release, indemnify, and discharge Laff Breaks, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that participation in Laff Breaks activities entails inherent known and unanticipated risks that could result in physical or emotional injury, paralysis, death, damage to my property, or to third parties. I understand that such risks simply cannot be eliminated, regardless of the care taken to avoid them, without jeopardizing the basic essential qualities of the activity.

The risks include, among other things: slipping and falling; confined spaces; flying debris; collision with fixed objects; concussions; strains, sprains, broken bones and musculoskeletal injuries including head, neck, eyes, joint and back injuries; emotional injury; cuts, abrasions, bruises, cardiac related illness; organ damage; hearing loss; or even more severe life threatening hazards; the negligence of participants; equipment failure; one's own physical condition, and the physical exertion associated with this activity.

Furthermore, Laff Breaks employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction. Laff Breaks reserves the right to refuse entry to the facility if the employees and/or staff believe, in Laff Breaks' sole discretion, that any participant could create a risk of harm to themselves or others.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. Participation in this activity is purely voluntary, and I elect to participate in acknowledgement of the risks. Laff Breaks is a recreational club. In signing this waiver and providing a valid picture ID such as a: State ID, Driver's License, or Passport; Laff Breaks grants me a basic membership free of charge. This basic membership permits me complimentary use of the "Laff Lanes" with every new purchase I make at Laff Breaks. This basic membership is free, nontransferable and can be revoked at any time. I agree to listen to verbal instructions and rules and read written instructions and rules carefully. I agree to strictly and diligently obey, in a timely manner, all instructions and rules of the facility and activities set by Laff Breaks in an effort to promote safety and avoid misusing the facility or the equipment. **I fully comprehend that the rooms, referred to as "Laff Lanes," are not "Rage Rooms".** I am expected to respect the boundaries and fixtures set in the "Laff Lanes," including but not limited to the panels on side walls, the counter, electronics, doors, windows, etc... If I incur property damage, bodily harm to myself, Laff Breaks or a third party by failing to follow the rules set by Laff Breaks or by misusing the "Laff Lanes" equipment or room fixtures I acknowledge and agree that I will be charged for and to pay, upon demand, for any damages and I hereby agree and acknowledge that I am solely responsible for any and all lost future potential revenue proximately caused by my actions and I promise to make full restitution to all injured parties.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Laff Breaks from any and all claims, demands, or causes of action, damages, judgments, costs or expenses including attorney's fees and other litigation costs for injury or loss which are in any way connected with my participation in this activity or my use of Laff Breaks equipment, facilities and the surrounding grounds, **including any such claims which allege negligent acts or omissions of Laff Breaks.**

4. My privacy is important to Laff Breaks. The personal information Laff Breaks obtains from me is never shared with third parties, with the exception of law enforcement, legal or government entities. Laff Breaks uses my personal information for the sole purpose of confirming my identification to validate this liability waiver and register me for my free basic membership. I acknowledge that there are security cameras within the Laff Breaks facility and the surrounding premise. I understand that these cameras are for security purposes and I agree to be documented by these devices.
5. Should Laff Breaks or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
7. In the event that I file a lawsuit against Laff Breaks, I agree to do so solely in Omaha, Nebraska, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.
8. I consent to photographs and videos being taken of me during my participation in any and all of services offered by Laff Breaks and their affiliates. I hereby grant Laff Breaks, and/or parties designated by Laff Breaks, to use my face, likeness, voice, appearance in connection with exhibitions, publicity, advertising, marketing purposes and promotional materials, displays, social media, and editorial use without reservation or limitation. If I'd like to opt out of this provision, I must advise one of the Laff Breaks staff members to initial here: _____

9. **Parent or Guardian Release** I am the parent or legal guardian of the above named minor child/or ward (between the ages of 10 to 17) and, as such, I am authorized to enter into this agreement. I agree that my minor child and I are bound by and subject to the terms of this agreement. I understand that my signature here reflects my agreement to **hereby release, waive, forever discharge and covenant not to sue, mediate or arbitrate** Laff Breaks their agents, owners, officers, managers, directors, shareholders, designers, licensors, members, property owners, activity participants, business partners, and tenants of the property, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf from liability **from any and all claims** resulting in personal injury, accidents or illnesses (including death), and property damage or loss arising from, but not limited to, participation in in any of the services provided by Laff Breaks and its affiliates.

By signing this document, I confirm that I have had sufficient opportunity to read this entire document and agree to be bound by its terms. I am not relying on any oral or written representations of statements regarding the safety of any and all services offered by Laff Breaks and its affiliates, other than what is set forth in this document. I have read and understood this release agreement prior to signing it. I am aware that by signing this document I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and personal representatives may have against the release. I further acknowledge that if anyone is hurt or property is damaged during my voluntary participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Laff Breaks on the basis of any claim from which I have released them herein.

Date Signed	Signature of Participant
Witness	Print Name of Participant
Signature of parent or guardian if under 18 years	Print Name of parent or guardian if under 18 years