

Please acknowledge that you understand the below statements:

This waiver is for the minor: _____ DOB: ____/____/____

Address: Street _____

City/State/Zip: _____

Parent/Guardian: _____ DOB: ____/____/____

Address: Street: _____

City/State/Zip: _____ Phone _____

Name of adult to accompany and assume responsibility for minor on your behalf:

_____ Phone _____

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of intentionally destroying provided breakable items with a variety of tools and blunt objects at Wreck Creation - Break Room, LLC, of 1327 A Belair Rd, Bel Air, Maryland, 21014 and/or use of the property, facilities and services of Wreck Creation - Break Room, LLC, I, agree for myself and (if applicable) for my dependents, to the following:

AGREEMENT TO FOLLOW DIRECTIONS AND POSTED SAFETY PROTOCOLS: I agree to observe and obey all posted rules and warnings, safety markings in the break space and further agree to follow any oral instructions or directions given by Wreck Creation - Break Room, LLC, and its owners, the employees, representatives or agents of Wreck Creation - Break Room, LLC (collectively "Wreck Creation - Break Room, LLC"). Minor children must be accompanied by an adult while in the break cage at all times. Initial _____

ASSUMPTION OF THE RISKS AND RELEASE: I agree that the participation of myself and my dependents is voluntary. I recognize that there are certain inherent risks associated with the above described activity. Such risks include (but are not limited to) flying and floor debris, slipping and falling hazards, limited space of the room, sharp and unsmooth edges, shocks, stress, vibrations, acts and omissions by other people, environmental conditions, failure of equipment, physical exertion, unusual and odd physical stresses, loud noises, and other risks not specifically mentioned by name. I assume full responsibility for injury to myself and (if applicable) my dependents, and further release and discharge Wreck Creation - Break Room, LLC for all injury, loss or damage arising out of my or my dependents' use of or presence upon the facilities of Wreck Creation - Break Room, LLC, whether caused by the fault of myself or my dependents, Wreck Creation - Break Room, LLC or other third parties. Initial _____

I HEREBY ASSUME ALL OF THE RISKS OF FACILITY AND TOOL USE: I recognize that there are certain inherent risks associated with the use of equipment or property owned, maintained, or controlled by Wreck Creation - Break Room, LLC. Though Wreck Creation - Break Room, LLC and its employees, representatives, or agents do a visual inspection at the end of each break session for safety, I am aware that equipment and property may be in a state of distress caused by the above described activity. I release and discharge Wreck Creation - Break Room, LLC for all injury, loss or damage due to the use of equipment or property owned or maintained, arising out of my or my dependents' use of the above indicated tools and property whether caused by the fault of myself, my dependents, Wreck Creation - Break Room, LLC or other third parties. Initial _____

THE MEDICAL CONDITION OF PARTICIPANTS: I certify that I and my dependents, are physically fit, and have not been advised to not participate by a qualified medical professional. People who have been advised by a medical professional to not engage in the break room activities are prohibited from participating in the activities offered at Wreck Creation - Break Room, LLC. Persons under the influence of any substances causing impairment are prohibited from participating in any activities. Wreck Creation - Break Room, LLC also recommends that pregnant women should not participate. I certify that there are no health-related reasons or problems which preclude me or my dependents' participation in this activity. Initial _____

COVID and Other Diseases: I understand that COVID 19 and other highly infectious and contagious diseases (collectively, "Disease") may be seriously harmful to humans. I agree to practice recommended safe measures to not spread any Disease. By signing this agreement, I have not had a fever, cough, loss of taste or smell or other symptoms of COVID and other Disease and I have not tested positive in the past 2 weeks. By signing this agreement, I acknowledge that I am aware of the contagious nature of COVID-19 and other highly infectious and contagious diseases (collectively "Diseases") and voluntarily assume the risk and sole responsibility that my dependents and I may be exposed to or infected by a Disease at the facilities, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Initial _____

INDEMNIFICATION AND LIMITATION OF LIABILITY: I agree to indemnify, hold harmless, and defend Wreck Creation - Break Room, LLC against all claims, causes of action, damages, judgments, costs or expenses, liabilities, including attorney fees and other litigation costs, which may in any way arise from my or my dependents' use of or presence upon the facilities of Wreck Creation - Break Room, LLC. I further agree that in no event shall Wreck Creation - Break Room, LLC be liable for any special, consequential, punitive, incidental, or indirect damages however caused, on any theory of liability, and whether or not Wreck Creation - Break Room, LLC has been advised of the possibility of such damages. Initial _____

FEES: I agree to pay for all damages to the facilities of Wreck Creation - Break Room, LLC caused by any negligent, reckless, or willful actions by me and (if applicable) my dependents, including the failure to follow rules and instructions. Initial _____

RECORDING ACKNOWLEDGEMENT: I acknowledge that the facility is under surveillance at all times. Video surveillance will be used for enforcement of Wreck Creation - Break Room, LLC rules and regulations as well as for publication on Social Media and other mediums. I waive all rights to this material and authorize Wreck Creation - Break Room, LLC to use any recorded of me. my dependents and/or party members. Please indicate to a staff member if you would not like your smash session to be on the social media live feed. Initial _____

APPLICABLE LAW: Any legal or equitable claim that may arise from participation in the above shall be resolved under Maryland law. Initial _____

NO DURESS: I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Wreck Creation - Break Room, LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement. Initial _____

BINDING TERMS: This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death or incapacity. By signing this agreement, I waive the right to bring a claim, suit, court action, or other type of action to recover damages or obtain any other remedy for any injury or death, or any damages to my property, to myself or my dependents, however caused, arising out of my use of or movement within the facilities of Wreck Creation Break Room, LLC, participating in the activities, and using equipment, now or any time in the future, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including Wreck Creation - Break Room, LLC. I agree to pay for any and all reasonable attorneys' fees and expenses incurred by Wreck Creation - Break Room, LLC as a result of any claims made by or on behalf of me or my dependents in contravention of this agreement or in the event Wreck Creation - Break Room, LLC is the prevailing party in any adjudicated legal action. Initial _____

SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement. Initial _____

My signature indicates that my minor child may participate and the adult listed above is assuming responsibility on my behalf.

Signature _____ Date ____/____/____

Drivers License or ID State & Nbr: _____