

## RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT

### THIS IS A RELEASE OF YOUR RIGHTS

### READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS PROVISIONS BEFORE SIGNING

In consideration for being permitted to participate in the activities encompassed by this Agreement which includes but is not necessarily limited to the manual and physical destruction of furniture, appliances, computers, electronics, and the like by means of sledgehammers and other weighted objects and other tools (hereinafter and collectively referred to as "activities covered by this Agreement") conducted by Break Rage LLC, I hereby agree as follows:

1. **RELEASE OF LIABILITY.** I hereby release and discharge the following parties (hereinafter referred to as "Releasees") from any and all liability claims demands or causes of action whatsoever arising out of any damage loss or injury to me or my property or my death while participating in any of the activities covered by this Agreement, whether resulting from the negligence or other fault either active or passive of any other or less releases or from any other cause. The Releasees shall include: Brake Rage LLC and their instructors, supervisors, officers, directors, agents, employees, clerks, members, managers and independent contractors as well as the owners and manufacturers of the equipment used in the activities and all instructors and monitors, the manufacturers of any of the equipment provided to me, their affiliates officers agents officials employees and independent contractors.

2. **ASSUMPTION OF RISK.** I know and understand the scope, nature and extent of the risk involved in the activities covered by this Agreement and that some of the dangers cannot be foreseen. I understand that these risks include, but are not limited to, equipment malfunction or failure to function the effective design or manufacture of equipment, improper or negligent operation or use of the equipment, negligence of employees, agents of Break Rage LLC, any improper or negligent instruction or supervision. I voluntarily freely and expressly choose to incur all risks associated with the activities covered by this Agreement and I understand that those risks may include bodily and personal injury, damage to property, severe bodily and personal injury, disfigurement or death. I voluntarily and freely choose to incur such risk and take responsibility including legal responsibility therefor. I acknowledge that this Agreement permits my participation in the activities covered by this Agreement and I acknowledge that it does not give me any ownership interest in any of the materials used or discovered in connection with the activities contemplated by this Agreement.

3. **AGREEMENT NOT TO SUE.** I agree never to institute any lawsuit or cause of action against any of the Releasees or to initiate or to assist in the prosecution of any claim for damages against the Releasees which I may have by reason of my injury to my person or property or my death arising from the activities covered by this Agreement, whether caused by the negligence or fault, active or passive, of any of their Releasees or from any other cause. I further agree that my heirs executors, administrators, personal representatives or anyone else claiming on my behalf shall be bound by my Agreement not to sue. I agree that the Releasees shall be entitled to recover any attorney's fees and costs incurred in connection with the defense of any lawsuit brought by me or anyone on my behalf.

4. **INDEMNIFICATION AND HOLD HARMLESS.** I agree to indemnify, save and hold harmless, from any and all losses claimed, actions or proceedings of every kind and character including attorney's fees and expenses which may be presented or initiated by any other person or organization, and which may arise directly or indirectly from my participation in the activities covered by this Agreement, whether resulting from the negligence or other fault either active or passive of any of the releases from any other cause.

5. **APPLICABLE LAW; WAIVER OF JURY TRIAL; VENUE.** I agree that this Agreement shall be governed and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule whether of the State of New York or any other jurisdiction. I further agree that New York law shall govern any dispute arising from the activities covered by this Agreement. Should this Agreement be breached, and suit is brought against any of the Releasees then each party irrevocably and unconditionally waives to the full extent permitted by applicable law any right it may have to a trial by jury in any legal action proceeding cause of action or counterclaim arising out of or relating to this Agreement or the transactions contemplated hereby. Any legal suit or action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the United States Federal Court or State court located in the Southern District of New York.

6. **ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be determined by a final and binding arbitration administered by the American Arbitration Association (AAA) under its consumer arbitration rules and mediation procedures ("Consumer Rules"). There shall be one arbitrator agreed to by the parties within 20 days of receipt by the respondents of the request for arbitration or in default thereof appointed by the AAA in accordance with its Consumer Rules. The situs or place of arbitration shall be in the City of New York, State of New York. Except as required by law, neither party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless necessary to protect or to pursue a legal right. The award rendered by the arbitrator shall be final, non-reviewable, non-appealable and binding on the parties and may be entered and enforced in any United States District Court or State Court located in the State of New York. Judgment on the award shall be final and non-appealable.

7. **SEVERABILITY OF PROVISIONS.** I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of New York and if any portions of this Agreement are found to be unenforceable or against public policy that only those portions shall fail, and I agree to be bound by the remainder of the Agreement .

8. **CONTINUATION OF OBLIGATIONS.** I agree that the terms and conditions of this Agreement shall continue in full force in effect now and in the future and at all times during which I participate either directly or indirectly in the activities covered by this Agreement and shall be binding upon my heirs, executors, administrators, personal representatives and or anyone else claiming on my behalf this Agreement supersedes and replaces any such prior Agreement between the Releasees and myself and shall remain in full force in effect until such time as I unequivocally revoke the same by submitting written notice of such revocation to Break Rage LLC via certified US mail return receipt requested.

9. **ACKNOWLEDGEMENT OF WAIVER OF RIGHTS.** I am 18 years of age or older and mentally competent to enter into this Agreement I understand that by signing this document I am giving up important legal rights and it is my intent to do so. In the event that I am a minor under 18 years of age, the signature my parent or guardian annexed hereto confirms the waivers and releases set forth herein.

10. **PARTICIPATION.** I acknowledge and agree that I will not participate in activities covered by this Agreement and circumstances where I am under the influence of alcohol, drugs or suffering from a mental disease or defect or where I have a physical limitation or medical ailment or other condition which we would render me less mentally or physically competent to participate in the activities covered by this Agreement .

11. **ENTIRE AGREEMENT.** I understand that this Agreement contains the entire Agreement between the parties to this Agreement and that the terms of this Agreement are contractual and binding upon me.

12. **RIGHT OF PUBLICITY/USE OF PHOTOGRAPHIC IMAGES.** For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby grant Break Rage LLC and its legal representatives and assigns the irrevocable and unrestricted right to use and publish photographs or video images of me or in which I may have been included for editorial, trade, advertising and any other purpose and in any manner and medium to alter same without restriction and to copyright the same. I hereby assign any and all copyrights to said images to Break Rage LLC.

(Initial) \_\_\_\_\_

13. **ACKNOWLEDGEMENT.** I have read this entire Agreement and I fully understand the entire Agreement and acknowledge that I have had the opportunity to consult with an attorney of my choosing if I so desire and I agree to be legally bound by this Agreement.

By way of acceptance of this Agreement the participant has affixed his or her signature this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Participant 1:**

**Participant 2:**

(Print) \_\_\_\_\_

(Print) \_\_\_\_\_

(Sign) \_\_\_\_\_

(Sign) \_\_\_\_\_

(Parent/Guardian) \_\_\_\_\_

(Parent/Guardian) \_\_\_\_\_

**Participant 3:**

**Participant 4:**

(Print) \_\_\_\_\_

(Print) \_\_\_\_\_

(Sign) \_\_\_\_\_

(Sign) \_\_\_\_\_

(Parent/Guardian) \_\_\_\_\_

(Parent/Guardian) \_\_\_\_\_