**CONUNDRUM INCORPORATED**

**(DBA House of Conundrum)**

**ACCIDENT WAIVER AND RELEASE OF LIABILITY**

*NOTE: THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS ALLOWED TO TAKE PART IN ANY CONUNDRUM INCORPORATED (the “Organizer”) EVENT.*

**I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY AND ALL ACTIVITIES ASSOCIATED WITH THIS CONUNDRUM INCORPORATED EVENT**, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I understand this activity has potential risks including but not limited to:

1. mental stress and anxiety;
2. being in a confined space and the potential for contact with other persons;
3. exposure to dim, flickering, flashing and/or strobing lights;
4. using simple tools;
5. moving or lifting objects of not more than twenty pounds;
6. being temporarily blindfolded or constrained (*Blood Thirsty* activity only); and
7. possibility of failure to solve the conundrum in the allotted time.

I certify I have no physical or mental illness or limitation that precludes my participation in a safe manner for myself or others. I am not under the influence of drugs or alcohol which impairs my ability to maintain my safety awareness or endangers others.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the Organizer of the activities/event in which I may participate, and that it will govern my actions and responsibilities at said activities/event. I agree that all staff or authorized agents may, in their sole discretion, determine it is unsafe for myself or others for my participation to continue, remove me from the premises by any lawful means.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me in connection with my participation in this activities/event, THE FOLLOWING ENTITIES OR PERSONS: The directors, officers, employees, volunteers, participants, representatives, and agents of any and all entities authorizing this activity;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in paragraph (A) from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

Furthermore,

1. I acknowledge that the facilities, equipment, activities and events provided by CONUNDRUM INCORPORATD involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, blindness, bruises or other injuries; injuries caused by collisions with objects, other participants, or uneven surfaces; medical conditions resulting from physical or mental activity; and damaged clothing or other property. I understand such risks cannot be eliminated without compromising the quality of the activity experience.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Organizer. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Organizer from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Organizer or anyone acting on their behalf be required to incur attorneys fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the State of Nebraska, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.
7. I hereby consent to participation in interviews, the use of quotes, the taking of photographs, movies or video tapes including audio. I also grant CONUNDRUM INCORPORATED the right to use, edit and reuse said products including use in print, on the internet and all other forms of media.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. I understand that this activity might not be made available to me if I were to choose not to sign this release. I have read and understood this document and I agree to be bound by its terms.

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Participant’s Signature Date Participant’s Name Age Parent/Guardian Signature

 (Please print legibly.) (Age only if Participant is 18 years old or younger. Requires Parent or Guardian signature.) Requires Parent or Guardian signature.)

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