

PLEASE READ AND CLICK "YES" TO ACKNOWLEDGE AND CONSENT TO THE TERMS AND CONDITIONS OF THE WAIVER. IF YOU DO NOT CONSENT, YOU WILL NOT BE PERMITTED TO PARTICIPATE.

Participant Release, Waiver of Liability, and Indemnity Agreement1

I (the "Participant") have voluntarily applied to participate in the Night Without A Bed event occurring on or during the period of May 3 - 4, 2024 (the "Activity") which is sponsored and/or supervised by Lunch Break, Inc. and taking place at the Fort Athletic Club, 114 Saltzman Ave., Oceanport, NJ (the "Location") and I agree as follows:

Activity: Night Without A Bed event

Location: The Fort Athletic Club, 114 Saltzman Ave., Oceanport, NJ 07757

Acknowledgments. (1) I am participating in the Activity of my own free will; (2) I understand the nature of the Activity; and (3) I am qualified, in good health, and in proper physical condition to participate in the Activity.

Assumption of Risk. (1) I am aware that the Activity may present certain risks of injury (including illness, or death or loss of or damage to my property) and I agree to assume those risks and any other unknown risks; and (2) I acknowledge the Location, Lunch Break, Inc. and any lessor of the premises have no obligation to provide me with any insurance or other financial assistance for the costs of any injury, illness, or death or loss of or damage to property resulting, directly or indirectly, from the Activity and I expressly waive any claim for such compensation.

Medical Treatment. In the event of a medical emergency, I consent to receive necessary medical treatment and I agree to be responsible for the payment of such treatment:

Waiver and Release. I, on behalf of myself, my heirs, next of kin, spouse, and legal representatives, hereby release, waive, discharge from, and agree not to sue the Location, Lunch Break, Inc. and any lessor of the premises, along with their respective affiliates, successors, and assigns, and their respective members, directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Released Parties") for any and all claims, costs, liability, or damages of any injury, illness, death or loss of property resulting, directly or indirectly, from the Activity except if caused by the gross negligence or intentional misconduct of any of the Released Parties which shall not be imputed to the other Released Parties.

Indemnity. If, despite the Waiver and Release above, I or anyone on my behalf makes a claim against any of the Released Parties, I will indemnify, save, and hold harmless each of the Released Parties from any litigation expenses, attorney fees, loss, liability, damage, judgment or cost which may be incurred as the result of such claim.

Promotion. I consent to any photographic images or video or audio recordings taken during the Activity and grant and convey all rights, title, and interest of such images and recordings to the Location.

Severability. This Participant Release, Waiver of Liability, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Participant Release, Waiver of Liability, and Indemnity Agreement1

I ACKNOWLEDGE THAT I AM AGE 18 OR OLDER, I HAVE READ THIS PARTICIPANT

RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

MINOR RELEASE: (must be completed by Parent/Guardian for a Participant under the age of 18)

I, THE PARENT OR GUARDIAN OF THE PARTICIPANT, HAVE READ THIS PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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I consent to the above terms and conditions as set forth in the waiver above. You must consent or you will not be able to participate.