

Mastermind Treasure Hunts Participant Liability Waiver and Release

Mastermind Treasure Hunts creates information-based scavenger hunts (the “Activity”) which test a person’s physical and mental abilities. Participation in the activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The risks include, but are not limited to, those caused by terrain, street conditions, temperature, weather, physical condition of participants, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, and/or producers of the event. Participants assume all of the risks of participating in Treasure Hunt events, and assert that participation is voluntary. Additionally, liability may arise from negligence or carelessness on the part of the persons or entities being released or because of their possible liability without fault.

IN CONSIDERATION OF being permitted to participate in the Activity, I for myself, my personal representatives and my heirs, executors, administrators and assigns, hereby:

1. Release and forever discharge Mastermind Treasure Hunts (the “Sponsor”) and its employees, officers, directors, shareholders, affiliates, agents, representatives, successors and assigns (collectively the “Releasees”) of and from all liability, claims, demands, damages, costs, expenses, actions and causes of action (collectively the “Claims”) in respect of death, injury, loss or damage to myself or property however caused, arising out of my participation and/or involvement in the Activity, and notwithstanding that any Claim may have been contributed to or occasioned by the negligence of Sponsor, or any of the Releasees.
2. Agree that in the event that any provision of this Release and Indemnity is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision will not affect the remaining provisions of this Release and Indemnity which shall continue to be enforceable.
3. Agree that this Liability Waiver and Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
4. Confirm that I have carefully read this Waiver and Release and fully understand its contents. If I am under 18 years of age at the time of registration, my parent or legal guardian has completely reviewed this Waiver and Release, understands and consents to its terms, and authorizes my participation in the Activity.

I hereby certify that I have read, understand and agree to be bound by this document. Additionally, I certify that each member of my team is aware of this Waiver and Release, has read and agreed to it before participating in Activity. By participating in this event, I agree with the terms of this Liability Waiver and Release.