

Escapology, LLC Waiver and Release of Liability Form

THIS AGREEMENT CONTAINS A WAIVER OF IMPORTANT LEGAL RIGHTS. PLEASE READ CAREFULLY.

In consideration of Escapology, LLC allowing me to participate in a game activity, which shall be defined as an activity designed to simulate a situation which requires a group to work as a team to unlock a room and escape by solving puzzles and other challenges of a mental nature, I, the undersigned, do hereby and warrant that:

- 1) I ASSUME ANY AND ALL RISKS of participating in any game activity conducted by ESCAPOLOGY, LLC, and agree to fully and forever release, indemnify, and hold harmless ESCAPOLOGY, LLC.
- 2) I understand that this release includes, but is not limited to, and risk that may arise from the negligence, act, omission, or carelessness on the part of ESCAPOLOGY, LLC, from dangerous or defective equipment or property owned, maintained, or controlled by ESCAPOLOGY, LLC.
- 3) I understand that ESCAPOLOGY, LLC includes all of its employees, assigns, directors, members, volunteers, representatives, affiliates, insurers, subcontractors, and all other persons acting on behalf of ESCAPOLOGY, LLC.
- 4) I understand that ESCAPOLOGY, LLC conducts simulated game events which may cause stress; I represent and warrant that I am sufficiently physically and mentally fit for participation in the game activity and further certify that there are no health related reasons or problems which preclude my participation in such game activity. Furthermore, I am assuming any and all risks of participation.
- 5) I understand that ESCAPOLOGY, LLC is not responsible for any damage to or loss of my personal property and hereby, fully and forever, release and agree to indemnify ESCAPOLOGY, LLC for any damage to or loss of my personal property. ESCAPOLOGY, LLC encourages all participants to secure personal belongings prior to participation.
- 6) I fully and forever waive, release and discharge ESCAPOLOGY, LLC from any and all liability, claims, loss, expenses, demands, actions, and causes of action whatsoever arising from my participation in any game activities.
- 7) I agree on behalf of myself, my heirs, executors, administrators, agents, and assigns to fully and forever waive, release, discharge, hold harmless and to indemnify ESCAPOLOGY, LLC from any and all liability, claims, loss, expenses, demands, actions, and causes of action whatsoever, which may be initiated by myself or any other person or organization, arising from any negligence, act, omission, or carelessness by ESCAPOLOGY, LLC.
- 8) I understand that at this event or related activities, I may be photographed. I agree to all my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns. I would like to receive free email promotions and discounts to the email address provide below. I may unsubscribe from emails from MailChimp at any time.
- 9) I acknowledge that this Accident Waiver and Release of Liability Form will be used by ESCAPOLOGY, LLC and relied upon by ESCAPOLOGY, LLC and that it will govern my actions and responsibilities at said game activity.
- 10) I agree that this Accident waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extend permissible under applicable law.
- 11) If any provision of this agreement is deemed invalid or unenforceable, all other provisions shall continue in full force and effect.
- 12) All suits in law or equity brought by participants against ESCAPOLOGY, LLC shall be heard exclusively in the State and Federal Courts of Kalamazoo County, Michigan, and Michigan Law shall exclusively govern.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, I FULLY UNDERSTAND ITS CONTENTS, AND I AM 18 YEARS OF AGE OR OLDER, OR MY PARENT'S OR LEGAL GUARDIAN'S SIGNATURE IS BELOW.

Participant's Signature

Date

Participant's Printed Name

Game Playing

Time

Email

PARENT/GUARDIAN WAIVER FOR MINORS (under 18 years old)

I, the undersigned parent or legal guardian, do hereby represent that I, acting in such capacity, have fully read and understood this Waiver and Release of Liability Form and do hereby consent to my child's or ward's participation in the above described game activity. I agree, individually and on behalf of the child or ward, to be bound by the terms of this Waiver and Liability Form on behalf of myself and my child or ward. I agree that any act of fraud or deception in order to induce ESCAPOLOGY, LLC to permit a minor's participation in any game activity shall result in my complete acceptance of any and all liability for all loss, cost, claim, or damager whatsoever including indemnification of ESCAPOLOGY, LLC for the same.

Print Participant's Name

Age

Parent/Guardian Signature

Date
