

WAIVER OF LIABILITY

In consideration of being permitted to engage in the following activity - Attempting to escape from a locked room which may include, but is not limited to, crouching, kneeling, climbing, crawling, and lifting (hereinafter referred to as the "Activity") coordinated by The Escape Room LLC DBA The Escape Room Indianapolis of 200 S. Meridian St., Suite 240, Indianapolis, IN46225 - which I acknowledge is unsupervised, I acknowledge and agree to, on my own behalf, and on behalf of my personal representatives, heirs, assigns, executors, administrators and next of kin, as follows:

1. I am aware and acknowledge that injury or death may result from my participation in the Activity and from the use of the premises and facilities where the Activity is located or is to occur, or if premises and facilities are not an applicable description, the general area where the Activity is to occur, and the use of any machinery, equipment or apparatus located therein or thereon (collectively the "Activity Premises").
2. Upon entering the Activity Premises, I will inspect the same and my observation and my engagement, participation and/or involvement in the Activity shall constitute an acknowledgement that I find and accept them to be safe and reasonably suited for their intended purpose.
3. I hereby release The Escape Room LLC DBA The Escape Room Indianapolis of 200 S. Meridian St., Suite 240, Indianapolis, IN 46225 and (collectively, the "Releasees") from and against any and all liability for any loss, damage, injury, expense, demand or cause of action that I may suffer whether with respect to personal injury, death, damage to or destruction of property, theft or otherwise, which may arise as a result of my presence in, upon or about the Activity Premises or my use of the Activity Premises.
4. I will indemnify and hold harmless the Releasees, collectively and individually, from any and all losses, liabilities, damages, demands, costs, causes of action and expenses that they may incur, for any reason whatsoever, which may arise as a result of my participation in the Activity, and my presence in, upon or about the Activity Premises.

I acknowledge that I have read this Waiver of Liability, and have been given reasonable opportunity to discuss this with my legal counsel. Further, I acknowledge that I fully understand the terms of this Waiver of Liability and that I have signed it freely and voluntarily without any inducement, assurance, guarantee or oral representation being made.

Date: ___/___/____ **Name:** _____

Signature: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT

(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____