

Waiver and Release of Liability Form

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

WARNING: THESE GAME ACTIVITIES SIMULATE DANGEROUS AND HIGHLY STRESSFUL SITUATIONS MEANT TO TEST A PERSON'S PHYSICAL AND MENTAL LIMITS WHICH MAY CAUSE MENTAL AND PHYSICAL DURESS OR INJURY. BY SIGNING THIS AGREEMENT, YOU ARE CONSENTING TO WAIVE VALUABLE LEGAL RIGHTS TO SUE FOR ANY INJURY RESULTING FROM YOUR PARTICIPATION IN ANY GAME ACTIVITY, ESCAPE ROOMS PORTLAND MICHIGAN'S SUPERVISION OF ANY GAME ACTIVITY, ANY EQUIPMENT INVOLVED IN ANY GAME ACTIVITY, OR ANY OTHER PARTICIPANTS IN ANY GAME ACTIVITY.

In consideration of Escape Rooms Portland Michigan allowing me to participate in a game activity, which shall be defined as an activity designed to stimulate a dangerous and highly stressful situation, I, the undersigned, do hereby represent and warrant that:

- (1) I ASSUME ANY AND ALL RISKS of participating any game activity conducted by ESCAPE ROOMS PORTLAND MICHIGAN and agree to fully and forever release, indemnify, and hold harmless ESCAPE ROOMS PORTLAND MICHIGAN.
- (2) I understand that this release includes, but is not limited to, any risk that may arise from the negligence, act, omission or carelessness on the part of ESCAPE ROOMS PORTLAND MICHIGAN from dangerous or defective equipment or property owned, maintained, or controlled by ESCAPE ROOMS PORTLAND MICHIGAN.
- (3) I understand that ESCAPE ROOMS PORTLAND MICHIGAN includes all of its employees, assigns, directors, members, volunteers, representatives, affiliates, insurers, subcontractors, and all other persons acting on behalf of ESCAPE ROOMS PORTLAND MICHIGAN.
- (4) I understand ESCAPE ROOMS PORTLAND MICHIGAN conducts simulated game events which are meant to test a person's physical and mental limits and which may cause stress and injury; I represent and warrant that I am sufficiently physically 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 understand that my participation may exacerbate or initiate physical stress or injury, up to and including disability or death, and I fully and forever release and agree to indemnify ESCAPE ROOMS PORTLAND MICHIGAN from any resulting physical stress or injury, up to and including disability or death, by assuming any and all risks of participation.
- (5) I understand that ESCAPE ROOMS PORTLAND MICHIGAN conducts simulated game events which may be disturbing, I represent and warrant that I am of sufficient mental capability and have no pre-existing mental or psychiatric conditions, such as, but limited to, anxiety, panic attacks, claustrophobia, or any other condition that may cause mental duress or damage of any character by my participation in a simulated event. Furthermore, I understand that my participation may exacerbate or initiate mental of psychiatric conditions and I fully and forever release and agree to indemnify ESCAPE ROOMS PORTLAND MICHIGAN for any damage to or loss of my personal property resulting from my participation.
- (6) I understand that my participation may result in damage to or loss of my personal property and hereby, fully and forever, release and agree to indemnify ESCAPE ROOMS PORTLAND MICHIGAN for any damage to or loss of my personal property resulting from my participation.
- (7) I fully and forever waive, release, and discharge ESCAPE ROOMS PORTLAND MICHIGAN any and all liability, claims, loss, expenses, demands, actions, and causes of action whatsoever arising from my participation in any game activities.
- (8) 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 ESCAPE ROOMS PORTLAND MICHIGAN 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 ESCAPE ROOMS PORTLAND MICHIGAN.
- (9) I understand that at this event or related activities, I may be photographed. I agree to allow 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 provided below. I may unsubscribe from emails from MailChimp at any time.
- (10) I acknowledge that this Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent 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.

PLEASE SIGN BELOW

I CERTIFY THAT I HAVE READ THIS DOCUMENT, I FULLY UNDERSTAND ITS CONTENT, AND AM NOT UNDER THE INFLUENCE OF ANY SUBSTANCE WHICH MAY ALTER MY ABILITY TO UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I FURTHER CERTIFY THAT I AM 18 YEARS OF AGE OF OLDER, OR THAT MY PARENT'S OR LEGAL GUARDIAN'S SIGNATURE IS BELOW.

Participant's Signature

Date

Participant's Name

Participant's Email

Check if you do not wish to receive marketing emails

PARENT/GUARDIAN WAIVER FOR MINORS (Under 18 years of age)

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 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 all the terms of this Waiver and Liability Form on behalf of myself and my child or ward, including, but not limited to agreement to release, hold harmless, and to indemnify ESCAPE ROOMS PORTLAND MICHIGAN from all liability, loss, cost, claim, or damage whatsoever. I agree that any act of fraud or deception in order to induce ESCAPE ROOMS PORTLAND MICHIGAN to permit a minor's participation in any game activity shall result in my complete acceptance of any and all liability for a loss, cost, claim, or damage whatsoever including indemnification of ESCAPE ROOMS PORTLAND MICHIGAN for the same.

Participant's Signature

Date

Participant's Name