

ESCAPE FOR FUN, INC.
WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

FOR THE VALUABLE CONSIDERATION OF PARTICIPATING IN THE ESCAPE ROOM(S) ORGANIZED BY ESCAPE FOR FUN, INC. AND/OR USE OF THE PROPERTY, PARKING, FACILITIES AND SERVICES LOCATED AT 314 S. MAIN ST., WHEATON, IL 60187 ("Activity"):

I agree for myself (and, if applicable, as guardian of any minor participating) to the following or a sole representative for me and my family members named on this agreement:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Escape For Fun, Inc., or the employees, representatives or agents of Escape For Fun, Inc.
2. I recognize that there are certain inherent risks associated with the Activity, as the Activity involves by way of example, and not as an exhaustive list: simulated confinement in a room, mentally challenging situations and physical activity such as, but not limited, to standing, bending, reaching, lifting and moving objects, using simple tools, limited vision, loud noises, variations of lighting, etc. I assume full responsibility for all such risks, including without limitation, personal injury or death to myself, and (if applicable) any minor for which I am guardian, and further release and discharge Escape For Fun, Inc. for injury, loss or damage arising out of my use of or presence upon the facilities of Escape For Fun, Inc., whether caused by the fault of myself, Escape for Fun, Inc. or any other third parties. I acknowledge that I have been informed by Escape For Fun, Inc. that if I have any health limitation then I may choose not to participate in the Activity. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.
3. I agree to indemnify, defend and hold harmless, Escape For Fun, Inc., its owners, administrators, directors, managers, agents, officers, members, volunteers, independent contractors, participants, officials, insurers, affiliates, successors and assigns, in their official and individual capacities, and owners and lessors of the Premises on which the Activity is conducted against all claims, causes of action, damages, judgments, losses, costs or expenses, including without limitation, attorney fees and other litigation costs, which may in any way arise from my use of or presence upon the facilities of Escape For Fun, Inc.
4. I agree to pay for all damages to the facilities of Escape For Fun, Inc. caused by my or my minor's, negligent, reckless, or willful actions.
5. I agree that Escape For Fun, Inc., or its independent contractors, representatives or agents, has the right to any photos or any video/sound footage of me during the Escape For Fun, Inc. Activity. I GIVE ESCAPE FOR FUN, INC. ALL RIGHTS TO MARKET, PUBLISH, REPRODUCE (IN ANY AND ALL MEDIA), AND OTHERWISE USE THE RECORDINGS WITHOUT MY PERMISSION.
6. I agree and acknowledge that I am age 18 or older, under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Participant's Name

Signature of Participant

Date

Print Participant's Name

Signature of Participant

Date

Print Participant's Name

Signature of Participant

Date

MINOR RELEASE: (MUST BE COMPLETED BY PARENT/GUARDIAN FOR PARTICIPANT UNDER THE AGE OF 18) And I, the above named Minor's parent and/or legal guardian, understand the nature of the Activity and the Minor's experience and capabilities and believe the Minor to be qualified, in good health, and in proper physical and emotional condition to participate in the Activity. I have read in full and agree to this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement with Parental Consent and agree to all terms on behalf of the Minor, including, without limitation, photos and videotaping.

Print Name of Minor

Print Name of Parent/Guardian

PARENT/GUARDIAN SIGNATURE (if participant is under the age of 18)

Date