

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

(Hereinafter the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**DEFINITIONS**

1. Escape The Space, LLC and their respective directors, officers, employees, guides, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns are hereinafter collectively referred to as the "Releasees".
2. In this Release Agreement, the term "Experiences" shall include any use or participation in the Escape The Space facility and related equipment, and any other activities, events or services provided, arranged, organized, sponsored or authorized by the Releasees in any way associated or connected with Escape The Space, LLC.

**ASSUMPTION OF RISKS**

I am aware that the Experiences involves unusual risks, dangers, and hazards including, but not limited to: accidents which may occur in the facility; slips and falls; malfunction of the equipment used; injury and open wounds; shock, soreness, stress or other injury to the body while participating in the Experiences; negligence on the part of other persons; enclosure in a reasonably small space with others; and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE EXPERIENCES. I acknowledge that the Experiences may result in injury, worsening of an existing medical condition, or death. I freely accept and fully assume all such risks, dangers and hazards and the possibility of injury, death, property damage or loss resulting therefrom.

**MEDICAL CONDITION**

I understand that the Experiences may place unusual stresses on the body. The Experiences are not recommended for persons suffering from asthma, epilepsy, cardio/respiratory disorder, hypertension, or skeletal, joint or ligament problems or conditions, and certain mental illnesses. Women who are pregnant or suspect they are pregnant, and persons who have consumed alcohol, are not recommended to engage in the Experiences. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during any activity provided by the Releasees. I have been advised to consult with my medical practitioner if I have any concern about my medical condition or fitness to engage in the Experiences.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees agreeing to my participation in the Experiences, and permitting my use of the Experiences' equipment, room and other facilities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS AND TO RELEASE THE RELEASEES from any and all liability for any loss, theft, damage, expense, disability or injury including death that I may suffer, or that my next of kin may suffer, as a result of my participation in the rage room or other activities at Escape The Space, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE EXPERIENCES;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Experiences;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the state of Georgia and no other jurisdiction;
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the city of Athens, Georgia and shall be within the exclusive jurisdiction of the Courts of Georgia.
6. This release agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**REMOVAL FROM THE PREMISES**

I acknowledge that this Release Agreement will be used by the organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity. I agree that if Releasees, in their sole discretion, determine my continued participation would cause an unsafe environment for myself or others, Releasees may remove me from the premises by any lawful means.

**PHOTO/VIDEO RELEASE** - I consent to photographs and videos being taken of me during my participation in the Experiences, and to publication of the photographs and videos by the Releasees for advertising, promotional and marketing purposes.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Experiences, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS AGAINST THE RELEASEES.**

Print name of participant(s):	Signature of participant (s):
Print name of parent/ guardian if under 18:	Signature of parent/ guardian:
	Date: