

**Escape Rooms Jamestown LLC  
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 Escape Rooms Jamestown LLC at 20 West 3<sup>rd</sup> Street, Suite 9, Jamestown, NY 14701 – 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 Escape Rooms Jamestown LLC of 20 West 3rd Street Suite 9, Jamestown, NY 14701 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.
5. I will not take photographs or video from any device in any area of the Escape Rooms Jamestown facility. I understand that any violation will result in my photos/video being deleted from my device and I will be escorted off the premises without refund.

**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 the Waiver of Liability and that I have signed it freely and voluntarily without any inducement, assurance, guarantee or oral representation being made.**

**Date:** \_\_\_/\_\_\_/\_\_\_ **Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT  
(Must be completed for participants under age of 18)**

In consideration of \_\_\_\_\_ (PRINT minor’s name(s)) being permitted to participate in the 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.

**Date:** \_\_\_/\_\_\_/\_\_\_ **Print Name of Parent or Guardian:** \_\_\_\_\_

**Signature:** \_\_\_\_\_