

General Liability Waiver, Release and Indemnification

Hidden Key Escapes, LLC (“HKE”) offers real-life recreational games in which participants are locked into a room and required to explore the room, use the elements found to find clues, solve puzzles using critical thinking skills, all in an attempt to escape the room within a set time limit (the “Game”). No physical strength or flexibility is required and there are no elements of the Game that are intended to be frightening. The time limit does create some stress – and that’s part of the fun! In consideration for participating in the Game, each of the individuals signing this form (each referred to as “I”) agrees to the following terms for themselves and, if applicable, as parent or guardian for each minor that I am allowing to be in the Game:

1. General Release. HKE does not recommend the Game for people who are pregnant, who have seizures, heart conditions, high anxiety, claustrophobia or are prone to panic attacks. I understand that participating in the Game may involve some potential risks. For example, I recognize that the following may create a risk of mental or physical injury as the Game is played: simulated confinement, lifting, moving, tripping on objects, falling on objects, using simple tools, inconsistent lighting, falling and coming in contact with or tripping over others in the Game. I, and (if applicable) each minor for whom I am a parent or guardian, assume full responsibility for the risks of bodily or mental harm, death or property damage that are associated with attending, playing or watching the Game and so I releases HKE, its owners, managers, employees and agents, from all claims and liability if I suffer any injury, death or property damage related to the Game, for myself and each minor for whom has signed below as parent or guardian.

2. Indemnification. I indemnify and hold harmless, HKE and its owners, managers, employees and agents, from any and all claims and liabilities brought by other persons against HKE as a result of myself being in the Game and/or authorizing a minor child to be in the Game. I also indemnify HKE and will be responsible for all property damage, deemed not accidental, that I cause at the HKE premises and will be liable for HKE’s attorneys’ fees to enforce this document.

3. Not Impaired. I do not have any physical or mental illness or condition that would prevent me from participating in the Game in a safe manner for others and myself. I represent that I am not under the influence of drugs or alcohol that would impair my ability to be safe during the Game and/or that would endanger others.

4. Staff Directions. I agree to follow all of the Game rules posted at the HKE premises and on the back of this release. I also agree that if HKE staff determines it is unsafe for me to participate in the Game, they may remove me from the Game and the premises.

5. Use of My Image. I understand that a video recording will be made of the Game and that I will be recorded for security, Game improvement and HKE marketing. I grant to HKE and its assigns, the absolute right and permission to perpetually use my image and voice, as well as still photos of me, in whole or in part or composite, without restriction as to changes or alterations, made through any medium now known or subsequently developed, for HKE promotional purposes, such as social media posts.

6. Legally Binding. I am at least 18 years old or am signing as parent or guardian of a minor who is under 18. I understand that all Game players must be at least 16 years old to participate without an adult present.

NO REFUNDS WILL BE ISSUED AFTER THE GAME BEGINS.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS DOCUMENT.

Printed Name of Game Participant

Signature of Participant or Parent/Guardian

Date

Printed Name of Game Participant

Signature of Participant or Parent/Guardian

Date

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