**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 Sherlock and Key Escape Room LLC. Sherlock and Key Escape Rooms, 2323 1st Avenue North Escanaba MI 49829 - 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 Sherlock and Key Escape Room LLC. Sherlock and Key Escape Rooms, 2323 1st Avenue North Escanaba MI 49829 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.

In consideration for being permitted in the by Sherlock and Key Escape Room LLC facility and the related activities (collectively, “activities”) conducted by and by Sherlock and Key Escape Room LLC. by Sherlock and Key Escape Room LLC RESERVES THE RIGHT TO REFUSE ENTRY TO THE FACILITY IF THE EMPLOYEES OR STAFF BELIEVES THAT PARTICIPANTS COULD CREATE A RISK OF HARM TO THEMSELVES OR OTHER PARTICIPANTS.

**Assumption of Risk:**  I realize that myself or my child/ward’s participation in this live escape game brings with its potential risks. By booking and participating in this event, myself and/or my child agree to assume all risks of participating in any/all activities associated with this event and it is my voluntary and informed decision to release any future lawsuits or claims that they may have against the releasees. Therefore, I agree on behalf of myself and my child/ward and our personal representative, successors, heirs, and assigns to hold by Sherlock and Key Escape Room LLC and its affiliates, officers, directors, agents, employees, designers, licensors, and members, as well as the property owner and tenants of the property and the owners, manufacturers and installers of the equipment comprising the by Sherlock and Key Escape Room LLC (collectively, the “Releasees”) harmless from any and all claims or causes of action arising out of me and/or my child/ward’s participation at the by Sherlock and Key Escape Room LLC facility.

I certify that I understand this activity has potential risks including but not limited to:

1)   Mental stress and anxiety

2)   Falling or tripping, contact and/or crashes with other participants, defective equipment, and the condition of the room.

In consideration of permitting me to participate in this cool activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me, THE FOLLOWING ENTITIES OR PERSONS:  The directors, officers, owners, employees, volunteers, representatives, and agents of any and all entities authorizing this activity;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I certify that I have no physical or mental illness that precludes my participation in a safe manner for myself or others. I am not under the influence of drugs or alcohol which impairs my ability to maintain my safety awareness or endangers others.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by Sherlock and Key Escape Room LLC, LLC, organizer of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity. I agree that all staff or authorized agents may, in their sole discretion, determine it is unsafe for myself or others for my participation to continue, remove me from the premises by any lawful means.

I acknowledge that the directors, officers, owners, employees, volunteers, representatives, and agents of any authorizing entity are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity. The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**MEDIA DISCLOSURE**

I acknowledge that I will not take pictures/video inside the escape game. If caught using said device the game will be immediately terminated, and media will be deleted.

I will not post trade secrets or game puzzles from inside any by Sherlock and Key Escape Game on any social media including Yelp. Doing so ruins the experience for future players. Sherlock and Key Escape Room LLC reserves the right to prosecute any action that is a violation of this agreement.

**RULES**

I agree to follow the rules of the game. If I violate any rules and continue to break any rules, I understand that the game master may eject myself from the game or end the game for all participants.

I agree that if I break or destroy any materials in the game, I will be responsible for the costs associated with repairing such materials.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY 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.**

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

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

Date: \_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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