

ESCAPE LINCOLN RELEASE AND LIABILITY WAIVER AGREEMENT

LIABILITY | To be able to participate in escape game activities and events, I—the participant—by executing my signature to this release, do hereby release and forever discharge ESCAPE LINCOLN, LLC, its owners, employees, property owners, or business partners from any and all liability, injuries, or any and all other claims and damages as a result of participating in an activity or event sponsored by ESCAPE LINCOLN, LLC, its owners, employees, property owners, or business partners. Furthermore, I—on behalf of my personal representatives, heirs, and next of kin—do hereby release any and all claims, damages, injuries, incurred by me in regards to the participation in such activities or events. I assume full responsibility for and risk of bodily injury, death, or property damage during ESCAPE LINCOLN events or associated activities. I further release, waive, discharge, and covenant not to sue ESCAPE LINCOLN, LLC, from any claim whatsoever on account of first aid, treatment, or service rendered to me during participation in ESCAPE LINCOLN activities or events. I understand that ESCAPE LINCOLN activities and events are not recommended to expectant mothers, and those with heart conditions, hypertension, claustrophobia or similar conditions. (You will be required to stand for at least one hour.) I agree to use the facilities in ESCAPE LINCOLN with care. ESCAPE LINCOLN, LLC, reserves all rights to seek indemnification should there be any deliberate attempt to cause damage of the building, props, equipment, and layout. The damages will be assessed and the amount charged to the account on file will be at the discretion of ESCAPE LINCOLN. I also understand that ESCAPE LINCOLN, LLC, may terminate the game at any time should any of the participants decline to abide by the “Game Rules” or follow the instructions of ESCAPE LINCOLN, LLC, employees. There will be no refund of fees, full or partial, allowed.

RELEASE | By signing below, I agree that ESCAPE LINCOLN, LLC, has the right to any photos or any video/sound footage of me during ESCAPE LINCOLN activities or events. These photos, video footage, and sound materials may be used for any marketing purposes.

NON-COMPETE | I agree that I shall not directly or indirectly, for my own benefit or for any other person, firm, or corporation whatsoever other than ESCAPE LINCOLN, LLC, duplicate, publish or discredit clues, puzzles, or stories for the profit of any entity that competes against ESCAPE LINCOLN, LLC.

AGE RESTRICTIONS | I understand and acknowledge that I may not attend, participate in, or act as a spectator or bystander of ESCAPE LINCOLN, unless I am nineteen (19) years of age or older. If younger than nineteen (19) years of age, my parent or legal guardian has read and signed this Release and Liability Waiver Agreement.

MINOR’S RELEASE | The undersigned _____ (**parent/guardian**) parent or legal guardian of _____ (**minor’s name**) hereby acknowledges that he/she has executed the foregoing Release for and on behalf of the minor named herein and agree to bind myself, the minor, his/her executors, administrators, heirs, next of kin, successors, and assigns to the terms of the foregoing Release. I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or healthcare facility to treat the minor named herein for the purpose of attempting to treat or relieve such injuries. I consent to the administration of all medical care. By signing this agreement I agree that I, or the part of my responsible party, lose my/our right to sue anyone involved with ESCAPE LINCOLN activities or events. **I understand that participation will be denied if the signature of an adult participant or parent/guardian is not provided at the time and place of the activity/event.**

Participant’s Name

Participant Signature / Parent or Guardian Signature

Date