

# The Grape Escape Inc. Escape Room

## Participant Release & Waiver Agreement

1. I understand that I am participating in an escape game, and that participating in this activity could result in injury to the participant. I hereby certify that I am fit to undertake this activity and that I do not suffer from any physical or psychological conditions that would prevent me from participating in this activity.
2. I agree to hold The Grape Escape Inc. Escape Room, its owners, affiliates, officers, directors, agents, employees, and members, as well the property owner and tenants of the property and the owners comprising The Grape Escape Inc. Escape Room (collectively, the Releasees) harmless from any and all claims or causes of action arising out of my participation in the escape game.
3. I expressly release and discharge The Grape Escape Inc. Escape Room from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury or death to me, while participating in any of the escape games. This release is valid and effective whether the damage, loss or death is a result of any act or omission (including but not limited to negligence, gross negligence, or strict liability) on the part of any of The Grape Escape Inc. Escape Room or from any other cause. This Waiver and Release of all liability includes, without limitation, injuries, illness, or accidents. I acknowledge that my participation is solely at my own risk.
4. I am participating in the escape game entirely at my own risk. I have been informed that lasers, black lighting, and strobe lights could be in use in the rooms during the escape game. I am aware of the risks associated with participating in the Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others negligence or the condition of the escape game location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this activity.
5. I agree that The Grape Escape Inc. Escape Room has the right to photograph and/or videotape me during the escape game activity. These photos, video footage, and sound materials may be used for any exhibitions, marketing, promotional and/or advertising purposes without reservation or limitation.

6. In the event that any damage to equipment or facilities occurs as a result of my willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.
  
7. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that The Grape Escape Inc. has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

**I acknowledge that I have carefully read this waiver and release and fully understand that it is a release of all liability and a waiver of any right that I may have to bring a legal action or assert a claim for injury or loss of any kind against releasees. If any attempt for such claim is made, I understand that I will be responsible for all defense costs incurred by releasees. I have read the above, been given the opportunity to ask questions, understand its content, and agree to the terms as stated above.**

Printed Name	Signature	Date

Printed Name	Signature	Date