



## WAIVER AND RELEASE OF LIABILITY

I desire to participate in the activities at Black Hills Escape Rooms. I acknowledge that the primary activity that I will be participating in is: attempting to escape from a locked room (whether or not the room is actually locked) (hereinafter, the "Escape Activity"). I understand that the Escape Activity may include (but is not limited to) the following activities:

- Crouching, kneeling, climbing, crawling, and lifting heavy objects;
- Being confined in a small space for an extended period of time with multiple people;
- Use of simple tools;
- Mental stress and anxiety; and
- Possibility of failure to escape the room in the allotted time.

I hereby agree and confirm the following:

- I have no physical or mental illness that would preclude my participation in a safe manner for me or others.
- I am not under the influence of drugs or alcohol which would impair my ability to maintain my safety awareness or endanger others.
- I am eighteen years of age or older.
- I will observe and obey all posted rules and warnings and agree to follow any oral instructions or directions given by Black Hills Escape Rooms, or its employees, representatives, or agents.
- I understand that injury or death may result from my participation in the Escape Activity and from the use of the premises and facilities where the Escape Activity is located or is to occur (the "Facilities").

In exchange for being permitted to participate in the Escape Activity, I acknowledge and agree, on my own behalf, and on behalf of my personal representatives, heirs, assigns, executors, administrators, and next of kin, as follows:

1. I hereby assume all of the risks of participation in the Escape Activity and any and all activities associated with the Escape Activity, whether they are specifically listed in this document or otherwise.
2. I hereby release Cave Developers, LLC d/b/a Black Hills Escape Rooms, its employees, officers, directors, agents, and representatives (hereinafter "Black Hills Escape Rooms") from and against any and all liability for any loss, damage, injury, expense, demand, or cause of action (collectively, "Damages") 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

participation in the Escape Activity or as a result of my presence in, upon, or about the Facilities, whether such Damages are caused by the negligence or carelessness of Black Hills Escape Rooms or whether caused by dangerous or defective equipment or property owned, maintained, operated, or controlled by Black Hills Escape Rooms.

3. I agree to indemnify and defend Black Hills Escape Rooms against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees, and other litigation costs, which may in any way arise from my participation in the Escape Activity or my presence at the Facilities.
4. I agree to pay for all damages to the Facilities caused by my negligent, reckless, or willful actions.
5. Black Hills Escape Rooms may take photos, video footage, and/or audio recording of me during the Escape Activity. I agree that these photos, video footage, and/or audio recording may be used for any marketing purpose.
6. I consent to receive medical treatment which may be deemed advisable in the event of injury and/or accident during the Escape Activity.
7. Any legal claim that may arise from participation in the Escape Activity shall be resolved under South Dakota law, and any action shall be venued in Pennington County.

**I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENT. I UNDERSTAND THAT THIS DOCUMENT IS A RELEASE OF LIABILITY AND THAT BY SIGNING THIS DOCUMENT, I VOLUNTARILY GIVE UP CERTAIN LEGAL RIGHTS. I HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY.**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date