

GREAT ESCAPES, LLC

RELEASE, LIMITATION OF LIABILITY AND WAIVER AGREEMENT

Participant's Name: _____

Email Address: _____@_____._____

Activity Name: King Tut's Treasure [] Prison Break [] CSI: Modesto []

Activity Location: 912 11th St. Lower Level Suite 1, Modesto, CA 95354

Activity Date: ____/____/____ (month / day / year)

Great Escapes, LLC, a California limited liability company (the "**Company**"), conducts team-building and adventure events and activities, including the activity identified above (the "**Activity**"). Participating in the Activity can or could result in injuries to the Participant named above (the "**Participant**"). To be able to participate in the Activity, the Participant, by executing his or her signature (electronic or otherwise) to this Release, Limitation of Liability and Waiver Agreement (the "**Release**"), does hereby release, waive, discharge and covenant not to sue the Company, its officers, members, owners, employees, independent contractors or business partners, and the owner of the location where the Activity takes place (the "**Released Parties**") from any and all liability, injuries, or any and all other claims and damages as a result of the participating in the Activity. Participant understand and acknowledges that he or she may not attend, participate in, or act as a spectator or bystander of the Activity unless he or she is eighteen (18) years of age or older or, if younger than eighteen (18) years of age, his or her parent or legal guardian has read, understood and signed this Release.

Release

In consideration for being permitted to participate in the Activity, the Participant, on behalf of his or her personal representatives, assigns, heirs, and next of kin, does hereby release the Released Parties from any and all claims, demands, actions or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from Participant's involvement in the Activity.

Participant further releases, waives, discharges and covenants not to sue all professional services from any claim whatsoever on account of first aid, treatment or service rendered him or her during Activity, whether by negligence or not.

Assumption of Risk

Participant acknowledges the risks and hazards involved in and arising from the attending, participating in, or as a spectator or bystander, of the Activity including, but not limited to paralysis and death, and the additional risks of being hit by flying objects, falling, or incurring physical or emotional trauma, stress or injury. The Participant assumes full responsibility for and risk of bodily injury, death or property damage due to negligence or non-negligence of the Released Parties relating to the Activity. The Participant further acknowledges that he/she has inspected the facility, equipment, and areas to be used for the Activity and is voluntarily participating despite the risk of falls, contact, and/or crashes with other participants or actors, defective equipment, the condition of the room and any hazards that may be posed by spectators or volunteers.

Indemnification

Participant agrees to defend and indemnify the Released Parties from any and all claims or causes of action by whomever or whatever made or presented as a result of Participant's involvement with the Event. Moreover, if such claims are made of Participant's conduct, he or she agrees to pay for the legal fees, expenses, and costs incurred by the Released Parties in defending such claims against them.

Photograph and Video Release

Participants grants to the Company the right to use, publish, and reproduce, for all purposes, Participant’s name and image in printed, film or electronic (video) form, sound and video recordings of Participant, in any and all media and for exhibition, distribution, promotion, advertising, sale, press conferences, meetings, hearings, educational conferences and in brochures and other print media. This permission extends to all languages, media, formats and markets now known or hereafter devised. This permission shall continue perpetually unless Participant revokes the permission in writing. Participant hereby waives the right to receive payment for signing this Release. And waives the right to receive any payment for the Company’s use of any of the material described above for any of the purposed authorized by this Release. Participant also waives any right to inspect or approve finished photographs, audio, video, multimedia, or advertising recordings and copy or printed matter or computer generated scanned image and other electronic media that may be used in conjunction therewith or to approve the eventual use that it might be applied.

No Refunds

Under no circumstances is Participant eligible for a refund regardless of injury before the Activity.

Acknowledgements

Participant states that he or she has carefully read the Release and understands the contents of the Release and signs the Release as his or her free act. Participant agrees that by signing this Release and participating in the Activity that Participant loses his or her right to sue any and all of the Released Parties.

Damages

Participant agrees to pay for all damages to the facilities of Great Escapes, LLC causes by Participant or Participant’s family’s negligence, willful misfeasance, or reckless disregard.

Rules and Warnings

Participant agrees to observe and obey all rules and warnings, and further agrees to follow any oral instructions and/or directions given by Great Escapes, LLC, or its employees, representatives, or agents.

Signed: _____

By: _____

Children’s Release: For all persons under eighteen (18) years of age a parent or legal guardian must sign the following acknowledgement.

The undersigned _____ (parent/guardian) is the parent and natural or legal guardian of _____ (minor’s name) and hereby acknowledges that he/she has executed the foregoing Release for and behalf of the minor named herein. I 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 and 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.

Signed: _____

By: _____

Date: _____