

WAIVER OF LIABILITY

THIS IS A RELEASE OF LIABILITY, READ BEFORE SIGNING.

NOTE: THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS ALLOWED TO TAKE PART IN ANY SLEUTH ESCAPE ROOMS EVENT.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. In consideration of participating in Sleuth Escape Rooms, and for other good and valuable consideration, I hereby agree to release and discharge McJack, Inc., dba Sleuth Escape Rooms, and its owners, directors, officer, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as Releasees), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, from liability arising from negligence, and also agree as follows:

1. I acknowledge that the product of McJack, Inc., dba Sleuth Escape Rooms, involve known and unanticipated risks which could result in physical or emotional injury and property damage. Risks include, but are not limited to, blindness, bruises or other injuries; injuries caused by collisions with objects, other participants, or uneven surfaces; medical conditions resulting from physical or mental activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation by leaving the game.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorneys fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to so solely in the State of Nebraska and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.
7. I hereby consent to participation in interviews, the use of quotes, the taking of photographs, movies or video tapes, I also grant McJack, Inc., dba Sleuth Escape Rooms, the right to use, edit and reuse said products including use in print, on the internet and all other forms of media.
8. I agree that I will not take photographs or videos of the escape room nor any of its contents and will not disclose any information regarding the solutions to the rooms.
9. The undersigned is aware of the coronavirus pandemic and the risks associated with participation in these events and specifically releases McJack, Inc., its directions, officers, and employees, and all persons acting on their behalf, from any liability related thereto, including contraction of the virus while participating in these events.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.

I have read and understood this document and I agree to be bound by its terms.

Printed Name: _____ Participant's Signature
Address: _____ Phone Number: _____ Date: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)
PARENT OR GUARDIAN ADDITIONAL AGREEMENT

(Must be completed for participants 18 and under)

Participant (Minor)

In consideration of being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor origin any way connected with such participation by minor.

I, (printed name) _____, on this ____ day of _____, 2020, am the parent or legal guardian of the participant who has signed above. I have read and understand the provisions of this document. I consent to participant's participation in the activities at Sleuth Escape Rooms. I fully enter into and agree to the above Waiver of Liability on behalf of the participant, and I assume the risk involved, will not sue, and will hold harmless McJack, Inc., dba Sleuth Escape Rooms.

Parent/Legal Guardian Signature

Printed name: _____

Address: _____

Phone number: _____