

PARTICIPATION, RELEASE AND ASSUMPTION OF RISK AGREEMENT

MOBILE ROOM ESCAPE, LLC (hereinafter "MRE") operates a facility which allows and encourages you, as a participant, to engage in group activities with other participants. Although MRE endeavors to provide a safe environment for your entertainment, engaging in group activities within the MRE facility could result in unforeseen injuries to you as a game participant, spectator, or bystander. Therefore, before you [or any minor child(ren) who may be accompanying you or participating in the MRE game activities with your permission] will be allowed to use MRE facilities, you, on behalf of yourself and any minor child(ren) participating with your permission, must acknowledge that MRE has allowed you access to its game facilities **based upon your understanding and acceptance of the following terms and conditions:** ["You" shall be interpreted to include any minor child or children participating in any MRE activity with your permission]

- You must abide by all of MRE's game participation rules and restrictions which are either attached to this agreement, *or will be provided on the day of the MRE activity*, all of which will be discussed with you prior to your participation in the game activity; You must follow any instructions provided by the "MRE Employee" who will be in charge of the individual activity section.
- You also understand that MRE may terminate you, or your minor child(ren)'s, right to participate in any activity or game at any time should you fail to abide by the game rules or follow the instructions of MRE employee(s).
- You understand that MRE facilities are not recommended to expectant mothers, or anyone with heart conditions, hypertension, claustrophobia or similar conditions. You will be required to stand for at least one hour or more;
- You are not permitted to use any alcohol, tobacco, vapor products or any illegal substances while in or near the MRE facility, nor use any lighters or incendiary devices of any kind in side of the MRE facility. If you, or anyone Participating with you are found to be intoxicated or act in disorderly manner, MRE reserves the right to terminate your participation in the game activity;
- You agree to use and treat the MRE facilities with care. MRE reserves the right to seek damages from you should you or any minor child(ren) participating with you, or with your permission, intentionally or negligently cause damage to any MRE facilities or equipment;
- **Should you or any minor child(ren) participating with you be asked to leave the MRE facilities for any reason by an MRE Employee there will be no refund of any fees paid by you. All associated participants will be required to leave together;**
- You acknowledge that your participation in MRE games or activities entails known and unanticipated risks that could result in physical or emotional injury including, but not limited to bodily injury or property damage to yourself or your minor child(ren), or to third parties. You understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. You expressly agree and promise to accept and assume all of the risks existing in this activity. You and/or your minor child(ren)'s participation in this activity is purely voluntary and you elect to participate, or allow your minor child(ren) to participate in spite of the risks. If you and/or your child(ren) are injured, you acknowledge that you or your child(ren) may require medical assistance which you acknowledge will be at your own expense or the expense of your personal insurer(s). You hereby represent and acknowledge that you have adequate and appropriate insurance to provide coverage for ANY such medical expense as a further inducement to MRE agreeing to allow you or your minor child(ren) to participate in the game or activities as you understand and agree that MRE will not pay for any cost or expenses incurred by you and/or your minor child(ren) in the event of an injury of any nature;
- You, as a Participant, assume full responsibility for any risk of bodily injury, death or property damage you, or any minor child(ren) participating with you may incur, regardless as to whether or not such injury or damages were caused by negligence or any act or omission by MRE or any of its agents, corporate officers, owners, affiliates, promoters, employees, or business partners, while participating in the MRE events or associated activities;
- You understand and acknowledge that no one is permitted to attend, participate in, or act as a spectator or bystander in regard to MRE activities unless he/she is eighteen (18) years of age or older or, if younger than eighteen (18) years of age, his/her parent or legal guardian has read and signed this Participation, Release And Assumption of Risk Agreement. You further acknowledge that you have the reasonable right to inspect the public facilities, equipment, and areas used for the MRE event(s) and are 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.

NOTICE TO THE MINOR CHILD'S NATURAL or LEGAL GUARDIAN

YOU ARE ACKNOWLEDGING THAT YOU HAVE READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE REPRESENTING THAT YOU ARE THE LEGAL OR NATURAL GUARDIAN OF A MINOR CHILD PARTICIPATING IN AN MRE ACTIVITY. BY AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY, YOU ARE AGREEING THAT EVEN IF MRE USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY SUFFER A SERIOUS INJURY. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT, AND YOUR RIGHT TO RECOVER ON BEHALF OF YOUR CHILD, FROM MRE IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS ASSOCIATED WITH PARTICIPATION IN THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND MRE HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM. (Initial Here _____)

- **MINOR CHILD(REN)'S RELEASE:** If signing on behalf of a minor child(ren) participant, you represent that you are the parent or legal guardian of the child(ren) named above, or you have obtained the express permission from the parent or legal guardian of the child(ren) named above, to execute this agreement on their behalf. Anyone under the age of eighteen (18) years must be accompanied by at least one (1) adult participant in order to participate in MRE activities, however a group of one or more minor participants may elect to have one (1) adult participant accompany them in MRE activities or events provided the legal or natural guardian(s) of each of the minor participants approves. *You hereby appoint _____ to supervise your minor child(ren) during the MRE event.

- **SPECIAL PHOTO and PUBLICITY RELEASE:** You acknowledge that video recordings may be made, and/or photographs of you and your minor child(ren) may be taken, during MRE activities as part of MRE operating policies for both security and/or for promotional use in its events. You agree that MRE or any of its agents or assigns shall have the exclusive right to any photos or any video/sound footage of you or your minor child(ren) during the MRE activities and that any of photos, video footage and sound materials acquired by MRE may be used for any promotion or marketing purpose without any compensation to you. You further understand and acknowledge that MRE is under no responsibility to take any video or photographic recordings of you or anyone participating in an MRE activity with your permission nor are you entitled to copies of any such records.

- **You further agree that should any claim be made as a result of your conduct (or the conduct of any minor child(ren) participating with your permission) whether as a participant, spectator, or bystander at an MRE event, you hereby agree to defend, hold harmless and indemnify MRE, and any of its agents, officers, owners, promoters, employees, affiliates or business partners from and against any and all claims, losses, liabilities, damages, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and disbursements) resulting by reason of your conduct or actions (or the conduct or actions of any Minor Child(ren) participating with your permission), whether as a participant, spectator, or bystander during any MRE activity or event. In the event of any claim arising out of this agreement or a claim against MRE or any of its agents, officers, owners, promoters, employees, affiliates or business partners, exclusive venue for any resulting lawsuit shall be in a court of appropriate jurisdiction in and for Cook County, Illinois.**

You acknowledge that you have read and fully understand **ALL** of the foregoing provisions in this Agreement and that this agreement is a release of MRE and any of its agents, officers, owners, promoters, employees, affiliates or business partners from any and all liability associated with your, or your minor child(ren)'s, participation in MRE sponsored activities or events. You also understand that a copy or facsimile of this agreement shall have the same full force and effect as the original for all purposes and that MRE is relying on this agreement as consideration for allowing you, or any minor child(ren) authorized by you, to participate in MRE sponsored activities or events.

By signing your name below (electronically or otherwise) it is understood that your signature on this agreement shall be binding on you, your personal representatives, heirs and next of kin and that MRE and its agents, officers, owners, promoters, employees, or business partners are relying on all of your representations as set forth herein. You hereby swear and affirm that you are eighteen (18) years of age or older, and that if you are signing this agreement for, or on behalf of, a minor child(ren) you have the legal right to do so. You further understand that MRE is accepting your electronic signature as a substitute for your actual signature providing it is understood and acknowledged that MRE reserves the right to request that you sign a written waiver in the future at its sole discretion, it being understood that your electronic signature will have the same full force and effect as written signature for all legal purposes. Failure to execute a copy of this agreement, either on your own behalf or on behalf of a minor child(ren) seeking to participate in an MRE activity, will result in a denial of your right to participate in any MRE activity or event regardless of whether or not you paid for any such event or activity. You are advised that MRE does not provide refunds, in whole or in part, in the event you pay for and appear for an activity but fail or refuse to execute this agreement.

Signature of Participant _____ Date: _____

If you are signing on behalf of a Minor Child(ren) as Participants:

Signature of Legal Guardian of Participant _____ Date: _____

Print Participant's Full Name and Age (if under the age of 18) _____

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