



ESCAPOLOGY AUSTIN WAIVER AND RELEASE OF LIABILITY FORM

This agreement contains a waiver of important legal rights. Please read carefully.

In consideration of 3 Fly Enterprises LLC (DBA - Escapology Austin) allowing me to participate in a game activity, which shall be defined as an activity designed to simulate a situation which requires a group to work as a team to unlock a room and escape by solving puzzles and other challenges of a mental nature, I, the undersigned, do hereby represent and warrant that:

1. **ASSUME ANY AND ALL RISKS** of participating in any game activity conducted by 3 Fly Enterprises LLC, and agree to fully and forever release, indemnify, and hold harmless 3 Fly Enterprises LLC.
2. I understand that this release includes, but is not limited to, any risk that may arise from the negligence, act, omission or carelessness on the part of 3 Fly Enterprises LLC, from jeopardous or defective equipment or property owned, maintained, or controlled by 3 Fly Enterprises LLC.
3. I understand that 3 Fly Enterprises LLC includes all of its employees, assigns, directors, members, volunteers, representatives, affiliates, insurers, subcontractors, and all other persons acting on behalf of 3 Fly Enterprises LLC.
4. I understand that 3 Fly Enterprises LLC conducts simulated game events which may cause excitement; I represent and warrant that I am sufficiently physically and mentally fit for participation in the game activity and further certify that there are no health-related reasons or problems which preclude my participation in such game activity. Furthermore, I am assuming any and all risks of participation.
5. I understand that 3 Fly Enterprises LLC is not responsible for any damage to or loss of my personal property and hereby, fully and forever, release and agree to indemnify 3 Fly Enterprises LLC for any damage to or loss of my personal property. 3 Fly Enterprises LLC encourages all participants to secure personal belongings prior to participation.
6. I fully and forever waive, release and discharge 3 Fly Enterprises LLC, from any and all liability, claims, loss, expenses, demands, actions, and causes of action whatsoever arising from my participation in any game activities.
7. I agree on behalf of myself, my heirs, executors, administrators, agents, and assigns to fully and forever waive, release, discharge, hold harmless and to indemnify 3 Fly Enterprises LLC from any and all liability, claims, loss, expenses, demands, actions, and causes of action whatsoever, which may be initiated by myself or any other person or organization, arising from any negligence, act, omission, or carelessness by 3 Fly Enterprises LLC.
8. I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns. I would like to receive free email promotions and discounts to the email address provided below. I may un-subscribe from emails from MailChimp at any time.
9. I acknowledge that this Accident Waiver and Release of Liability Form will be used by 3 Fly Enterprises LLC and relied upon by 3 Fly Enterprises LLC and that it will govern my actions and responsibilities at said game activity.
10. I agree that this Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
11. If any provision of this agreement is deemed invalid or unenforceable, all other provisions shall continue in full force and effect.
12. All suits in law or equity brought by participant against 3 Fly Enterprises LLC shall be heard exclusively in the State and Federal Courts of Texas, and Texas law shall exclusively govern.

Parent/Guardian Information

First Name: _____ Last Name: _____ Date of Birth : _____

City: _____ Zip Code: _____ State: _____ Email: _____

Minor Information

First Name: _____ Last Name: _____ Date of Birth : _____

I am signing on behalf of the minor listed above and I acknowledge that I have read and fully understand the terms of the agreement; voluntarily agree to be bound by this agreement; and certify that I am 18 years of age or older.

Parent/Guardian Signature: _____ Date: _____