

WAIVER OF LIABILITY

Read through all parts carefully and make sure you understand them before signing:

1. Activity

In consideration of being permitted to engage in the following activity – attempting to escape from a live escape game, which may include, but is not limited to, moving in the dark, crouching, kneeling, & lifting (hereinafter referred to as the “Activity”) coordinated by Scrabbalatte at 66 Elm St., Sudbury, ON – which I acknowledge is remotely, but **not physically supervised**, I acknowledge and agree to, on my own behalf, & on behalf of my personal representatives, heirs, assigns, executors, administrators, & next of kin, as follows:

2. I Waive My Rights to Sue

I am aware & acknowledge that unforeseen consequences, including **injury or death**, may result from my participation in the Activity & from the use of the premises & facilities where the Activity is located or to occur, & use of the general area of the Activity, & any machinery, equipment, or apparatus located therein or thereon (collectively, the “Activity Premises.”)

Initial: _____

I hereby release Scrabbalatte from & against any & all liability for any loss, damage, injury, expense, demand, or destruction of property, theft or otherwise, which may arise as a result of my presence in, upon, or about my presence in the Activity Premises or my use thereof, **including of my own negligence**.

Initial: _____

3. Additional Risks Involved

I acknowledge that if **I am a pregnant woman or an individual with a heart condition**, I am subject to extra risk within the game and should inform staff immediately.

Initial: _____

I acknowledge that if I use a pacemaker device, I am subject to high fatal risk from the use of low voltage technology within the Activity and should inform staff immediately.

Initial: _____

4. Indemnity

I will indemnify and hold harmless the Releasee from any and all losses, liabilities, damages, demands, costs, causes of action, and expenses that may incur,

for any reason whatsoever, as a result of my participation in the Activity and/or my presence in, upon, or about the Activity Premises.

Initial: _____

5. Parents/Guardians Indemnity (Parents/Guardians Only)

On behalf of my child/ward, I will indemnify and hold harmless the Releasee from any and all losses, liabilities, damages, demands, costs, causes of action, and expenses that may incur, for any reason whatsoever, as a result of my child/ward’s participation in the Activity and/or their presence in, upon, or about the Activity Premises.

Initial (Parents Only): _____

6. Acknowledgement

I acknowledge that I have read this Waiver of Liability and have been given reasonable opportunity to discuss this with my legal council. Further, I acknowledge that I fully understand the terms of the Waiver, risks and responsibilities of the agreement, and that I have signed it freely, and voluntarily, without inducement, assurance, guarantee, or oral representation being made.

Initial: _____

Date: ____/____/____

Name: _____ Sign: _____

Name: _____ Sign: _____

Name: _____ Sign: _____

Name: _____ Sign: _____

Name: _____ Sign: _____

Name: _____ Sign: _____

Name: _____ Sign: _____

Name: _____ Sign: _____

Name: _____ Sign: _____

Name: _____ Sign: _____