

## **Stalked by a Killer Escape Room Hold Harmless Agreement and Waiver**

**PLEASE READ THIS DOCUMENT CAREFULLY.**

**Undead Productions Inc. and Stalked by a Killer escape room RESERVES THE RIGHT TO REFUSE ENTRY INTO THE FACILITY IF THE EMPLOYEES OR STAFF BELIEVES THAT PARTICIPANTS COULD CREATE A RISK OF HARM TO THEMSELVES OR OTHER PARTICIPANTS.**

The undersigned (the "Participant"), agrees and acknowledges that there is risk of injury from this escape room activity and/or from the equipment involved. Participant represents that Participant is at least 18 years of age and that Participant freely assumes all such risks, both known and unknown, and assumes full responsibility for Participant's safety. If Participant is signing on behalf of a minor child, Participant represents that Participant is the parent or guardian of the child or children named below, and on behalf of each named child, voluntarily accepts and solely assumes all risks of injury and all cost, expense and liability incurred or suffered by each named child while participating in these activities. For purposes of the remainder of this Hold Harmless Agreement and Waiver (this "Waiver"), the term "Participant" will be interpreted to include Participant individually as well as Participant on behalf of each named child.

Participant hereby releases and holds harmless Undead Productions Inc., doing business as Stalked by a Killer escape room, its officers, officials, agents or employees (collectively, "Stalked"), from and against any and all liability for injury, disability, death, loss or damage to personal property, regardless of fault. Participant also agrees to indemnify Stalked from and against all such claims, liabilities, obligations, dues, debts, demands, expenses (including without limitation reasonable attorney's fees, legal costs and disbursements) of any nature, known or unknown, seen or unforeseen, which in any way arise out of or in connection with or related to the Participant's and/or the named children's acts or omissions while on Stalked property.

Participant agrees to comply with all posted rules on the Stalked property. Participant understands that photography, audio and video recording may occur on Stalked property and consents to such recordings and their release, publication, exhibition, broadcasting or reproduction to be used for any news, streaming, telecasts, web casts, promotions, advertising or other purposes and inclusion on websites. Participant waives all rights that Participant may have to any claims in connection with such use.

No provision of this Waiver may be waived or modified except in writing signed by Participant and Stalked. This Waiver will be governed by the laws of the Commonwealth of Pennsylvania, subject to the sole jurisdiction of the courts of Allegheny County, Pennsylvania, and binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. If any term or provision of this Waiver or application thereof to any person or circumstance is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the validity and enforceability of the remaining terms or provisions of the parties will be construed as if this Waiver did not contain the term or provision held illegal or invalid.

Participant has read and understands the terms and conditions of this Waiver and agrees to be bound hereby.

I WILL NOT

- I WILL NOT use any electronic device during game play (required)
- I WILL NOT use any device for photography or audio/video taping. (required)
- I WILL NOT use violence or excessive force for any part of the game. (required)
- I WILL NOT climb on any props, tables, beds or any other items. (required)
- I WILL NOT use any personal items to solve puzzles during gameplay. (required)
- I WILL NOT smoke or use lighters/open flames in the facility. (required)
- I WILL NOT leave the game room with any items from the game. (required)
- I WILL NOT ruin the game by sharing puzzles with others [including social media]. (required)

**Participant's name (if 18 or older):**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

**Participant's email address:::**

Your Email \_\_\_\_\_

- I would like to receive email updates from ScareHouse. - *optional*

**Your signature:**

\_\_\_\_\_  
Clear ()

**Please fill date: - optional**

\_\_\_\_ / \_\_\_\_ / 2019 

**MINOR RELEASE**

(MUST BE COMPLETED BY PARENT/GUARDIAN FOR PARTICIPANT UNDER THE AGE OF 18)

And I, the above named Minor's parent and/or legal guardian, understand the nature of the Activity and the Minor's experience and capabilities and believe the Minor to be qualified, in good health, and in proper physical and emotional condition to participate in the Activity. I have read in full and agree to this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement with Parental Consent and agree to all terms on behalf of the Minor, including, without limitation, photos and videotaping.

**SIGNATURE OF PARENT/GUARDIAN FOR PARTICIPANT UNDER THE AGE OF 18: - optional**

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You can also type to generate signature

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Submit