



## PARTICIPANT RELEASE AND WAIVER AGREEMENT

In consideration of the risks involved with participating in the escape room or mystery event (an “Event”) sponsored, operated, or conducted by Amarillo Escape and Mystery and/or MK Flood, LLC, and as consideration for the right to participate in the Event, \_\_\_\_\_ [print name] (“Participant”) does hereby knowingly and voluntarily and without any inducement enter into this Participant Release and Waiver Agreement (the “Release”).

Participant expressly acknowledges and understands that participating in the Event involves potential risks and hazards, including, but not limited to, falls, flying objects, defective equipment, contact with other participants, and the condition of the premises. Participant further acknowledges and understands that the risks and hazards involved with participating in an Event could result in loss or damage to personal property, bodily or psychological injury, dismemberment, paralysis, disability, illness, pain, suffering, and/or death.

THE PARTICIPANT, BY EXECUTING THIS RELEASE, AFFIRMS AND ACKNOWLEDGES THAT HE OR SHE IS AWARE OF THE RISKS AND HAZARDS, AND THEIR POTENTIAL RESULT, INVOLVED WITH PARTICIPATING IN THE EVENT. PARTICIPANT IS VOLUNTARILY PARTICIPATING IN THE EVENT ENTIRELY AT PARTICIPANT’S OWN RISK, DESPITE KNOWLEDGE OF SAID RISKS AND HAZARDS AND THEIR POTENTIAL RESULT.

I, PARTICIPANT, FOR MYSELF AND ON BEHALF OF MY HEIRS, EXECUTORS, SUCCESSORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, AND ASSIGNS, DO HEREBY ASSUME ALL RISK ASSOCIATED WITH PARTICIPATION IN THE EVENT, AND HEREBY WAIVE, RELEASE, HOLD HARMLESS, PROMISE NOT TO SUE, AND FOREVER DISCHARGE AMARILLO ESCAPE AND MYSTERY AND MK FLOOD, LLC, ITS OFFICERS, MANAGERS, MEMBERS, PROMOTERS, OWNERS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, AFFILIATES, LANDLORD, AND BUSINESS PARTNERS (THE “RELEASED PARTIES”) FROM ANY AND EVERY CLAIM, DEMAND, CAUSE OF ACTION OR RIGHT OF ACTION, OF EVERY KIND OR NATURE WHATSOEVER, WHETHER IN LAW OR IN EQUITY (“CLAIMS”), ARISING OUT OF PARTICIPANT’S PARTICIPATION IN THE EVENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ANY AND ALL BODILY OR PERSONAL INJURIES, KNOWN OR UNKNOWN, DISMEMBERMENT, PARALYSIS, DISABILITY, ILLNESS, PAIN, SUFFERING, DEATH, PERSONAL PROPERTY LOSS OR DAMAGE, ECONOMIC OR EMOTIONAL LOSS, AND ANY INCIDENT THAT MAY OCCUR, WHETHER CAUSED BY NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, TO THE GREATEST EXTENT PERMITTED BY LAW.

**PARTICIPANT AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES AGAINST ANY AND ALL CLAIMS, SUITS, OR ACTIONS OF ANY KIND WHATSOEVER FOR LIABILITY, DAMAGES, COMPENSATION OR OTHERWISE BROUGHT BY PARTICIPANT OR ANYONE ON PARTICIPANT’S BEHALF, INCLUDING ATTORNEY’S FEES AND ANY RELATED COSTS, IF LITIGATION ARISES PURSUANT TO ANY CLAIMS MADE BY PARTICIPANT OR BY ANYONE ELSE ACTING ON PARTICIPANT’S BEHALF. IF ANY OF THE RELEASED PARTIES INCURS ANY SUCH EXPENSES, PARTICIPANT AGREES TO REIMBURSE SUCH RELEASED PARTIES.**

Participant further agrees to allow Amarillo Escape and Mystery and/or MK Flood, LLC or any of its assignees to take and publish photos, video, sound and footage of Participant during the event for marketing purposes. Participant fully understands there are no refunds under any condition once Participant completes his or her purchase.

**“I, Participant, have read this Release and fully understand its terms and contents, and I understand that I have given up substantial rights by signing it, and I freely and voluntarily sign this Release without any inducement whatsoever.”**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If the Participant is less than 18 years old, a parent or guardian must also sign below.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print your name: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

Emergency contact information (required):

Contact(s): \_\_\_\_\_

Phone #1: \_\_\_\_/\_\_\_\_/\_\_\_\_ Phone #2: \_\_\_\_/\_\_\_\_/\_\_\_\_ Phone #3: \_\_\_\_/\_\_\_\_/\_\_\_\_