

Thank you for choosing No Escape!

Overview: You will be locked in the room for up to **90 minutes**. During this time, you will need to find clues and solve puzzles that will ultimately allow you to escape the room without using any force. Under some circumstances, you may have the option to continue playing for more than 90 minutes. Someone will monitor your progress and try to offer subtle advice if you get too far off track with an idea. **Please let us know if you don't want any subtle advice to be given.**

The room is checked for functionality and safety before every game, but neither can be fully guaranteed.

Risks of arriving and participating include, but are not limited to:

- The stress of being locked in a room while attempting to think creatively under the pressure of time.
- Tripping, slipping, or falling.
 - Weather conditions may increase these risks.
- Flashing lights and/or low light conditions.
- General risks associated with the presence and use of furniture (**Examples:** collisions, crushing, or falling).
- General risks associated with the presence and use of electronics (**Examples:** electrical shocks or burns).
 - There are no fake outlets or lighting fixtures/switches, disassembling them can result in electric shock.
- General risks associated with entering a residential house (**Examples:** variations in floor height, or fires).

Please follow these rules:

- **Do Not** open anything on the premise that is outside of the escape room.
- **Do Not** remove anything from the premise without permission.
- **Do Not** move anything that does not move easily, this includes forcing of locks or containers.
 - **EXCEPTION: In the case of a real emergency** you can use any force necessary to exit.
- **Do Not** unplug anything because it could deactivate the game.
- **Do Not** stand on the roly chair because it won't help and it makes me nervous!
- **Do Not Panic** if you accidentally break something, it happens!
 - We'll do our best to keep the game running for you if anything breaks through your fault or ours.
- **DO** explore the room thoroughly.
- **DO** ask if you have any questions, want clarification, or think something is not working properly.

WAIVER AND RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF THE RISK
Escape room game at with No Escape (the "Event") - 91 Drake Road, Lansing NY 14882

Please review the terms and conditions of this waiver and release of liability carefully. This waiver and release of liability is a contract between you and Timothy M. Pierpont, and anyone associated with No Escape (collectively, the "Company") and it governs your participation in the Event. If you agree to be bound by this waiver and release of liability, sign this agreement. If you do not agree, then do not sign and you will not participate in the Event.

IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN THE EVENT, I AGREE TO ACCEPT AND ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION.

(CONTRACT CONTINUED ON BACK)

I UNDERSTAND THAT THIS EVENT, AND/OR ALL OTHER ACTIVITIES AT THE EVENT CAN BE DANGEROUS AND INVOLVE THE RISK OF PHYSICAL INJURY OR DEATH. I understand that risks related to the Event include but are not limited to: falling or loss of balance; equipment malfunction, failure, or damage; improper use or maintenance of equipment; delay of medical attention. I am also aware that accidents or illness can occur during the Event and that I may be seriously injured or killed as a result. I acknowledge full and sole responsibility for my own medical expenses, and I am responsible for any and all medical expenses incurred on my behalf. I authorize the Company to secure medical assistance on my behalf and at my expense. I know of no physical or mental limitations which may restrict my participation in the Event. **I recognize these risks and acknowledge that I am knowingly and voluntarily participating in the event with an express and full assumption of the danger and any and all risks of injury, death, property damage, falling, disability, loss, damages, the unavailability of medical care, or otherwise, whether or not described above, known or unknown, inherent or otherwise, whether caused by the negligence of the company or the negligence or deliberate act of another person.**

I HEREBY VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR LITIGATION INVOLVING THE EVENT OR THE COMPANY. I hereby expressly waive and release any and all claims against and to hold harmless, indemnity and agree not to sue the Company and all individuals, and entities, for any damages, now known or hereafter known, including but not limited to death, personal injury or property damage, medical bills, lost wages, pain and suffering, loss of consortium, emotional distress, attorneys' fees and court costs, arising out of or attributable to my participation in the event, even though this liability may arise through no fault of my own or from the negligence or carelessness on the part of the persons or entities being released or from dangerous or defective property or equipment owned, maintained or controlled by them or from liability without fault.

Except for disclaiming liability for which the Company is prohibited from disclaiming under law, the Company hereby disclaims any and all liability and warranties for the Event and I understand and agree to the Company's disclaimer of all liabilities and warranties. I agree that all matters arising out of or relating to this Waiver and Release shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

I agree to allow my image, name, likeness and voice to be used and published in any media format worldwide in connection with the Event or the Company. I understand that in the event that any one or more of the provisions contained in this Waiver and Release shall, for any reason, be held to be invalid, void, illegal or unenforceable in any respect, such invalidity, voidness, illegality or unenforceability shall not affect any other provision of this Waiver and Release and the remaining portions shall remain in full force.

Also, I agree to follow and comply with all rules for participating in the Event and accept any equipment from Company "AS IS" and WITH NO WARRANTIES, express or implied.

I understand that these terms are legally binding, and I have signed this document of my own free act and I understand that is Waiver and Release will also bind my heirs, successors and assigns.

By signing below I hereby waive, release and exempt the company from all liability or responsibility whatsoever for any personal injury including death, property damage or any other cause of action, however caused, including those caused by negligence or intentional acts, passive or active.

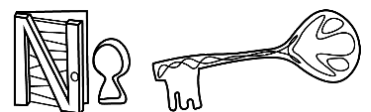
Participant Name: _____ Signature: _____ Date: _____

If participant is under eighteen (18): The above minor Participant has my permission to participate in the Event. I have read and agree to the Waiver and Release on behalf of the minor Participant as well as myself.

Name of Participant's Legal Guardian: _____

Signature of Legal Guardian: _____

Date: _____



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