

KRAVE LLC DBA “LockedUpPhilly”

RELEASE AND WAIVER AGREEMENT

In consideration of Krave LLC DBA LockedUpPhilly allowing me to participate in the Escape Room and related activities (collectively “activities”), which are defined as activities designed to simulate a dangerous and highly stressful situation, I hereby agree, represent and warrant on my behalf as well as on the behalf of my minor child and/or ward and any personal representative(s) that:

1. **Acknowledgment and Assumption of Risk** – I recognize that there are certain inherent risks related to participation in the activities and I assume ANY AND ALL RISK of participating in the activities and forever release, indemnify and hold harmless Krave LLC DBA LockedUpPhilly.
2. **Scope** - I understand that Krave LLC DBA LockedUpPhilly includes all of its employees, directors, members, volunteers and representatives.
3. **Release of Liability** – I understand that this release includes but is not limited to risk that may arise from negligence, act, admission or carelessness on the part of Krave LLC DBA LockedUpPhilly, from dangerous or defective equipment or property owner, maintained or controlled by Krave LLC DBA LockedUpPhilly. I expressly release and forever discharge from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury, or death to me or my child/ward, while participating in any of the activities offered by Krave LLC DBA LockedUpPhilly. I understand that my participation may exacerbate or initiate mental or psychiatric conditions and I fully and forever release and agree to indemnify Krave LLC DBA LockedUpPhilly from any mental or psychiatric condition by assuming any and all risk of participation.
4. **Participation** - I understand that Krave LLC DBA LockedUpPhilly may allow guests over the age of 16 to participate and that 2-8 guests at a time may be involved.
5. **Physical Capability** - I understand that Krave LLC DBA LockedUpPhilly conducts simulated game activities which aim to test a person’s physical and mental limits and as a result may cause stress and injury. I represent and warrant that I am sufficiently physically fit to participate in the activities and certify that there are no health related reasons which preclude my participation in such activities. I fully understand that my participation may exacerbate or initiate physical stress or injury and including disability or death and fully forever release Krave LLC DBA LockedUpPhilly from any resulting stress or injury.
6. **Mental Capability** – I understand that Krave LLC DBA LockedUpPhilly conducts simulated activities which may be disturbing and I represent and warrant that I am of a sufficient mental capability with no preexisting mental or psychiatric condition (such as anxiety, panic attacks, claustrophobia or any other condition which may cause mental duress or damage of character) and capable of participating in the simulated activities. I understand that my participation may exacerbate or initiate mental or psychiatric conditions and I fully and

forever release and agree to indemnify Krave LLC DBA LockedUpPhilly from any mental or psychiatric condition by assuming any and all risk of participation.

7. **Indemnification** – I hereby agree to indemnify and defend Krave LLC DBA LockedUpPhilly, its owners, directors and agents against all claims, causes of action, damages, judgments, costs or expenses including attorney’s fees and other litigation costs for injury or loss arising out of mine or my child’s use and participation in the activities.
8. **Property** – I understand that my participant may result in damage or loss to personal property and hereby fully and forever release and agree to indemnify Krave LLC DBA LockedUpPhilly for loss or damage to personal property for any damage resulting from participation.
9. **Right to Refuse Entry** – Krave LLC DBA LockedUpPhilly reserves the right to refuse entry to the facility if its agents believe, at Krave LLC DBA LockedUpPhilly sole discretion, that any participant could create a risk of harm to themselves or others.
10. **Right to Photograph** – I understand that at these activities I may be photographed and hereby grant Krave LLC DBA LockedUpPhilly the right to photograph, videotape, record myself or my child/ ward’s name, face likeness and agree for such footage to be used for any legitimate purpose by Krave LLC DBA LockedUpPhilly.
11. **Observe and Obey Rules** – I agree on behalf of myself and my child/ wards to listen to verbal instructions and rules and read written instructions and rules carefully and to strictly and diligently obey, in a timely manner, all instructions and rules of the facility.
12. **Refunds** – No refunds will be given under any circumstances. Once a time slot has been selected and a credit/debit card is processed, you are committed to the experience. Changes can be made to date and time with no penalty or additional charge.
13. **Interpretation** – I agree that this Waiver and Release of Liability shall be constructed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
14. **No Other Changes** - If any provision of this agreement is deemed invalid or unenforceable, all other provisions shall continue in full force and effect.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BE HALF OF MYSELF AND OR MY CHILD/WARD TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST CLUE ROOM LLC. SHOULD ANY CLAIM BE MADE, I UNDERSTAND AND AGREE THAT I WILL BE RESPONSIBLE FOR ALL ATTORNEY’S FEES AND DEFENSE COSTS INCURRED BY KRAVE LLC IN CONNECTION WITH OR IN THE DEFENSE OF THAT CLAIM

Participant’s Signature	Date	Participant’s Name (Please print legibly)	Age
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