

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 an exciting and potentially 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** – Cancellation up to 24 hours prior to the scheduled start time will receive a full refund. Refunds will not be given if the booking is cancelled within 24 hours of the original booking. No-shows or refusal of entry are deemed to be a cancellation and will not be provided a refund.
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 BEHALF OF MYSELF AND OR MY CHILD/WARD TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST KRAVE LLC DBA LOCKEDUPPHILLY 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

CONSENT FOR MINORS

For all persons under eighteen (18) years of age a parent or legal guardian must sign the following acknowledgment. The undersigned _____ (parent/guardian) the parent and natural or legal guardian of _____ (minor's name) hereby acknowledges that he/she has executed the foregoing Release for and on behalf of the minor named herein and agree to bind myself, the minor, his/her executors, administrators, heirs, next of kin, successors, and assigns to the terms of the foregoing Release. I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility to treat the minor named herein for the purpose of attempting to treat or relieve such injuries. I consent to the administration of all medical care. By signing this agreement, I agree that I or the part of my responsible party lose my/our right to sue anyone involved with the activities of Krave LLC DBA LockedUpPhilly. I agree that any act of fraud or deception in order to induce Krave LLC DBA LockedUpPhilly to permit participation of a minor shall result in my complete acceptance of any and all liability.

Participant's Signature

Date

Participant's Name
(Please print legibly)

Age

Parent/Guardian Signature

Date

(If under 18 years old, Parent or Guardian must also sign.)