

RELEASE AND WAIVER AGREEMENT

These activities and events can or could result in injuries to the participant. To be able to participate in these events, the participant, by executing his or her signature (electronic or otherwise) to this release, does hereby release, waive, discharge, and covenant not to sue SMARTpath Education Services, LLC, its officers, members, promoters, owners, employees, or business partners from any and all liability, injuries, or any and all other claims and damages as a result of participating in an ESCAPE SPRINGFIELD/ESCAPE BLOOMINGTON/ESCAPE PEORIA event or any other event sponsored by SMARTpath Education Services, LLC, its officers, members, owners, employees, or business partners. Furthermore, the participant, on behalf of his personal representatives, assigns, heirs, and next of kin, does hereby release any and all claims, damages, injuries, incurred by the participant in regards to the participation in such events. Participants agree to hereby release any and all claims, of whatever kind of nature, present and future, damages and injuries. Participant assumes full responsibility for and risk of bodily injury, death, or property damage due to negligence, or non-negligence of SMARTpath Education Services, LLC, its officers, promoters, owners, employees, or business partners, in the ESCAPE SPRINGFIELD/ESCAPE BLOOMINGTON/ESCAPE PEORIA events or associated activities, and/or while competing, officiating in, working or for any purpose participating in the ESCAPE SPRINGFIELD/ESCAPE BLOOMINGTON/ESCAPE PEORIA events or associated activities.

The undersigned understands and acknowledges that he/she may not attend, participate in, or act as a spectator or bystander of ESCAPE SPRINGFIELD/ESCAPE BLOOMINGTON/ESCAPE PEORIA unless he/she is eighteen (18) years of age or older, or if younger than eighteen (18) years of age, his/her parent or legal guardian has read and signed this Release and Waiver Agreement. The undersigned further acknowledges that he/she has inspected the facilities, equipment, and areas to be used for the ESCAPE SPRINGFIELD/ESCAPE BLOOMINGTON/ESCAPE PEORIA events and is voluntarily participating despite the risk of falls, contact and/or crashes with other participants or actors, defective equipment, the condition of the room and any hazards that may be posed by spectators or volunteers. Participant, in consideration of being permitted to participate in the ESCAPE SPRINGFIELD/ESCAPE BLOOMINGTON/ESCAPE PEORIA and any activities in connection with ESCAPE SPRINGFIELD/ESCAPE BLOOMINGTON/ESCAPE PEORIA events, acknowledges the risks and hazards involved in and arising from the attending, participating in, or as a spectator or bystander, of any event at ESCAPE SPRINGFIELD/ESCAPE BLOOMINGTON/ESCAPE PEORIA including, but not limited to the additional risks of being hit by flying objects, falling, and does for himself or herself, his or her heirs, executors, administrators, and assignees, release and forever discharge SMARTpath Education Services, LLC, their officers, members, promoters, sponsors, advertisers, owners, employees, associates, volunteers, paid staff or business partners, their heirs, administrators, and executors, of and from any and every claim, demand, action, or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any accident which may occur as a result of participation in ESCAPE SPRINGFIELD/ESCAPE BLOOMINGTON/ESCAPE PEORIA or any activities in connection with ESCAPE SPRINGFIELD/ESCAPE BLOOMINGTON/ESCAPE PEORIA, whether by negligence or non-negligence or from any and all other incidents of harm and/or ill-will.

I comprehend the risks involved with participating as a spectator or participant. I assume all risks associated with participating in the ESCAPE SPRINGFIELD/ESCAPE BLOOMINGTON/ESCAPE PEORIA game including paralysis and death caused by course and contact with other participants or actors. I agree that SMARTpath Education Services, LLC or any of its assign's has the right to any photos or any video/sound footage of me during the ESCAPE SPRINGFIELD/ESCAPE BLOOMINGTON/ESCAPE PEORIA event. These photos, video footage and sound materials may be used for any marketing purposes. I fully understand that there are no refunds under any conditions once I purchase my ticket. Participant further states that he or she has carefully read the above release and knows the contents of the release and signs this release as his or her own free act. Participant further release, waives, discharges and covenants not to sue all professional services from any claim whatsoever on account of first aid, treatment, or service rendered him or her during participation in ESCAPE SPRINGFIELD/ESCAPE BLOOMINGTON/ESCAPE PEORIA or any activities in connection with ESCAPE SPRINGFIELD/ESCAPE BLOOMINGTON/ESCAPE PEORIA, whether by negligence or otherwise. Under no circumstances is a client or participant eligible for a refund regardless of injury before the event. I agree by signing this document and participating in the ESCAPE SPRINGFIELD/ESCAPE BLOOMINGTON/ESCAPE PEORIA events that I lose my right to sue any and all parties involved with the ESCAPE SPRINGFIELD/ESCAPE BLOOMINGTON/ESCAPE PEORIA including and not limited to the property owners of the location. If any claim is submitted as a result of my conduct as a participant, spectator, or bystander at ESCAPE SPRINGFIELD/ESCAPE BLOOMINGTON/ESCAPE PEORIA I agree to defend and indemnify the Released Parties from any and all claims or causes of action by whomever or wherever made or presented as a result of my alleged misconduct as a participant, spectator, or bystander. Moreover, if such claims are made as a result of my conduct, I agree to pay for the legal fees, expenses, and costs incurred by the Released Parties in defending such claims against them as a result of my alleged misconduct.

I understand that ESCAPE SPRINGFIELD/ESCAPE BLOOMINGTON/ESCAPE PEORIA games are not recommended to expectant mothers, and those with heart conditions, hypertension, claustrophobia, or similar conditions. **STROBE LIGHTS MAY BE IN USE** You will be required to stand for at least one hour. I also understand that I will be required to abide by the "Game Rules" for my own safety. I agree to use the facilities in ESCAPE SPRINGFIELD and/or ESCAPE BLOOMINGTON with care. SMARTpath Education Services, LLC reserves all rights to seek indemnification should there be any deliberate attempt to cause damage of the building, props, equipment, and layout.

I also understand that SMARTpath Education Services, LLC may terminate the game at any time should any of the participants decline to abide by the "Game Rules" or follow the instructions of SMARTpath Education Services, LLC employees. There will be no refund of fees, full or partial, allowed.

ADULT RELEASE:

The undersigned _____ hereby acknowledges that he/she has executed the foregoing Release and agrees to bind him/herself, 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 me 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 and anyone in my party lose my/our right to sue anyone involved with ESCAPE SPRINGFIELD and/or ESCAPE BLOOMINGTON WHEN REGISTERING ONLINE. MY ONLINE SIGNATURE SHALL SUBSTITUTE FOR AND HAVE THE SAME LEGAL EFFECT AS IF I HAD SIGNED A WAIVER AND RELEASE AGREEMENT. PARTICIPATION WILL BE DENIED IF THE SIGNATURE AND DATE ARE NOT SIGNED AT THE TIME AND PLACE OF THE EVENT.

Print Participant's Name

Participant's Signature

Date

CHILDREN'S RELEASE: For all persons under eighteen (18) years of age, a parent or legal guardian must sign the following acknowledgement.

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 and anyone in my party lose my/our right to sue anyone involved with the ESCAPE SPRINGFIELD/ESCAPE BLOOMINGTON/ESCAPE PEORIA WHEN REGISTERING ONLINE, MY ONLINE SIGNATURE SHALL SUBSTITUTE FOR AND HAVE THE SAME LEGAL EFFECT AS IF I HAD SIGNED A WAIVER AND RELEASE AGREEMENT. PARTICIPATION WILL BE DENIED IF THE SIGNATURE OF AN ADULT PARTICIPANT OR PARENT AND DATE ARE NOT SIGNED AT THE TIME AND PLACE OF THE EVENT.

Print Participant's Name

Age

Date

Parent/Guardian Signature

Date