



TIMED OUT WAIVER AND RELEASE OF LIABILITY

I, _____, in consideration of the risk of injury while participating in the escape room activity at Timed Out located at 12239 North Community House Road, Charlotte, North Carolina 28277 (the "Activity"), and as consideration for the right to participate in the Activity, for myself and my heirs, executors, administrators, assigns, and/or personal representatives, knowingly and voluntarily enter into this Waiver and Release of Liability (this "Release") and **HEREBY WAIVE ANY AND ALL RIGHTS, CAUSES OF ACTION OR CLAIMS OF ANY KIND WHATSOEVER ARISING OUT OF PARTICIPATION IN THE ACTIVITY BY ME OR ANY MINOR ON WHOSE BEHALF I AM SIGNING THIS RELEASE, AND DO HEREBY RELEASE AND FOREVER DISCHARGE TIMED OUT AND ITS OWNERS, OFFICERS, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, EMPLOYEES, VOLUNTEERS, SUCCESSORS AND/OR ASSIGNS (COLLECTIVELY, "ITS RELATED PARTIES"), FROM ANY AND ALL CAUSES OF ACTION OR CLAIMS, INCLUDING CLAIMS OF NEGLIGENCE, THAT MAY ARISE OUT OF PARTICIPATION IN THE ACTIVITY BY ME OR ANY MINOR ON WHOSE BEHALF I AM SIGNING THIS RELEASE.**

I ACKNOWLEDGE THAT THE ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by the facilities, temperature, weather, lack of hydration, condition of participants, equipment and actions of others, including but not limited to, participants, volunteers, spectators, event officials and event monitors and/or producers of the event. **I FURTHER ACKNOWLEDGE THAT PERSONS WHO ARE PREGNANT, HAVE HEART CONDITIONS OR SUFFER FROM ANXIETY OR SENSITIVITY TO LIGHT OR SOUND ARE DISCOURAGED FROM PARTICIPATING IN THE ACTIVITY.**

I, OR ANY MINOR ON WHOSE BEHALF I AM SIGNING THIS RELEASE, AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY AND I ACKNOWLEDGE THAT SUCH PARTICIPATION IS ENTIRELY AT OUR OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THE ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM THE NEGLIGENCE OF MYSELF OR THE MINOR ON WHOSE BEHALF I AM SIGNING THIS RELEASE, OTHERS' NEGLIGENCE OR THE CONDITION OF THE ACTIVITY LOCATION. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF PARTICIPATION IN THE ACTIVITY BY ME OR ANY MINOR ON WHOSE BEHALF I AM SIGNING THIS RELEASE.

In the event that I, or any minor on whose behalf I am signing this Release, should require medical care or treatment as a result of participation in the Activity, I agree to be financially

responsible for any and all costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I agree to indemnify and hold harmless Timed Out and its Related Parties against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on behalf of me or any minor on whose behalf I am signing this Release. If Timed Out or its Related Parties incur any of these types of expenses, I agree to reimburse Timed Out and its Related Parties.

In the event that any damage to Timed Out's equipment or facilities occurs as a result of the willful actions, neglect or recklessness of me or any minor on whose behalf I am signing this Release, I acknowledge and agree to be held liable for any and all costs incurred by Timed Out and its owners in repairing such damage and to reimburse Timed Out and its owners for all such costs.

This Release was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the undersigned and Timed Out agree that this Release is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Release, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Release shall be determined to be unlawful or otherwise unenforceable, the remainder of this Release shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Release to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I affirm that I am 18 years of age or older. If I am signing this Release on behalf of a minor who will participate in the Activity, I certify that I am the parent or legal guardian of such participant. I further certify that I have carefully read this Release in its entirety and fully understand its content and that it cannot be modified orally. I am aware that this Release is a release of liability and a contract and acknowledge that I am signing it freely and voluntarily without any inducement, assurance or oral representation being made.

Signature of Participant (or Parent/Legal Guardian of Participant)

Name: _____