

RELEASE AND WAIVER OF LIABILITY

I agree that I am voluntarily participating in the activities offered by Optimal Escape, LLC while using the Optimal Escape, LLC facility and it is my voluntary and informed decision to release any future lawsuits or claims that I may have against the releasees (as hereinafter defined). Therefore, I agree on behalf of my personal representatives, successors and assigns to hold Optimal Escape, LLC and its affiliates, officers, directors, managers, agents, employees, designers, licensors and members, as well as property owners of Optimal Escape, LLC's facility (collectively, the "Releasees") harmless from any and all claims or causes of action arising out of my participation in any activities at the Optimal Escape, LLC facility.

I expressly release and forever discharge Releasees from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury or death to me while participating in any of the activities offered by Optimal Escape, LLC. This includes, without limitation, the use of electronic equipment, costumes, art work, furniture, locking mechanisms, receiving instructions, strenuous bodily movement, and any other activities in and around the Optimal Escape, LLC facility. This release is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of any of the Releasees or from any other cause. This Release and Waiver of Liability includes, without limitation, injuries or accidents which may occur as a result of : a) the use or misuse of the Optimal Escape, LLC facility in any way by anyone, b) the use of any equipment that malfunctions or breaks, c) improper maintenance of the facility, grounds and/or equipment, d) instruction or supervision, or e) slipping, tripping, and/or falling while in the facility or on the surrounding premises.

I FURTHER GRANT TO OPTIMAL ESCAPE, LLC THE RIGHT TO PHOTOGRAPH, VIDEOTAPE, AND/OR RECORD ME AND TO USE MY NAME, FACE, LIKENESS, VOICE AND APPEARANCE IN CONNECTION WITH EXHIBITIONS, PUBLICITY, ADVERTISING AND PROMOTIONAL MATERIALS WITHOUT RESERVATION OR LIMITATION.

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 TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST OPTIMAL ESCAPE, LLC OR ANY OF THE RELEASEES. SHOULD ANY SUCH CLAIM BE MADE, I UNDERSTAND AND AGREE THAT I WILL BE RESPONSIBLE FOR ALL ATTORNEY FEES AND DEFENSE COSTS INCURRED BY OPTIMAL ESCAPE, LLC AND/OR ANY OF THE RELEASEES IN CONNECTION WITH OR IN THE DEFENSE OF THAT CLAIM.

Printed Name (legibly please)

Signature Date

Email address (legibly please)

cell phone

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

As parent or guardian of (list all minors participating)

I 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 foregoing Release. I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility to treat the minor names herein. I consent to the administration of all medical care necessary or appropriate in the opinion of such healthcare personnel.

Parent/Guardian Printed Name

Parent/Guardian Signature Date