

ESCAPE THE FUGE, LLC

Waiver and Release of Liability Form

THIS AGREEMENT CONTAINS A WAIVER OF IMPORTANT LEGAL RIGHTS. PLEASE READ CAREFULLY.

In consideration, ESCAPE THE FUGE, LLC., is allowing me to participate in a game activity, which shall be defined as an activity designed to simulate a dangerous and highly stressful situation. I, the undersigned, do hereby represent and warrant that:

- 1) I ASSUME ANY AND ALL RISKS of participating in any game activity conducted by ESCAPE THE FUGE, LLC., and agree to fully and forever release, indemnify, and hold harmless ESCAPE THE FUGE, LLC.
- 2) I understand that this release includes, but is not limited to, any risk that may arise from the negligence, act, admission or carelessness on the part of ESCAPE THE FUGE, LLC., from dangerous or defective equipment or property owned, maintained, or controlled by ESCAPE THE FUGE, LLC.
- 3) I understand that ESCAPE THE FUGE, LLC., includes all of its employees, assigns, directors, members, volunteers, representatives, affiliates, insurers, subcontractors, and all other persons acting on behalf of ESCAPE THE FUGE, LLC.
- 4) I understand the ESCAPE THE FUGE, LLC., conducts simulated game events which are meant to test a person's physical and mental limits and which may cause stress and injury: I represent and warrant that I am sufficiently physically fit for participation in the game activity and further certify that there are no health-related reasons or problems which preclude my participation in such game activity. **** The Tesla Room is not recommended for those with pacemakers.** Furthermore, I understand that my participation may exacerbate or initiate physical stress or injury, up to and including disability or death, and I fully and forever release and agree to indemnify ESCAPE THE FUGE, LLC., from any resulting stress or injury, up to and including disability or death, by assuming any and all risk of participation.
- 5) I understand that ESCAPE THE FUGE, LLC., conducts simulated game events which may be disturbing, I represent and warrant that I am of sufficient mental capability and have no preexisting mental or psychiatric conditions, such as, but not limited to, anxiety, panic attacks, claustrophobia, or any other condition that may cause mental duress or damage of any character by participation in a simulated event.
- 6) **I UNDERSTAND THAT MY PARTICIPATION MAY INVOLVE EXPOSURE TO VIRAL OR BACTERIAL ORGANISMS FROM OTHER GAME PARTICIPANTS OR OTHERS I MAY ENCOUNTER, AND EXPOSURE TO THE RISK OF INFECTION BY THEM, IN PARTICULAR COVID-19 AND I FULLY AND FOREVER RELEASE AND AGREE TO INDEMNIFY ESCAPE THE FUGE, LLC., FROM ANY RESULTING INFECTION OR ILLNESS RESULTING FROM SUCH EXPOSURE BY ASSUMING ANY AND ALL RISK OF PARTICIPATION.**
- 7) Furthermore, I understand that my participation may exacerbate or initiate mental or psychiatric conditions and I fully and forever release and agree to indemnify ESCAPE THE FUGE, LLC., from any resulting mental or psychiatric conditions by assuming any and all risk of participation.
- 8) I understand that my participation may result in damage or loss of my personal property and hereby, fully and forever, release and agree to indemnify ESCAPE THE FUGE, LLC., for any damage to or loss of my personal property resulting from my participation.
- 9) I fully and forever waive, release and discharge ESCAPE THE FUGE, LLC., from any and all liability, claims, loss, expenses, demands, actions, and causes of action whatsoever from my participation in any game activities.
- 10) I agree on behalf of myself, my heirs, executors, administrators, agents, and assigns to fully and forever waive, release, discharge, hold harmless, and to indemnify ESCAPE THE FUGE, LLC., from any and all liability, claims, loss, expenses, demands, actions and causes of action whatsoever, which may be initiated by myself or any other person or organization arising from any negligence, act, omission, or carelessness by ESCAPE THE FUGE, LLC.
- 11) I understand that at this event or related activities, I may be photographed. I understand that video monitoring is in progress on the ESCAPE THE FUGE, LLC premises. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holder, producers, sponsors, organizers, and assigns, including posting on social media. I would like to receive free email promotions and discounts to the email address provided below. I may unsubscribe from email from ESCAPE THE FUGE, LLC., at any time.
- 12) I acknowledge that this Accident Waiver and Release of Liability Form will be used by ESCAPE THE FUGE, LLC., and relied upon by ESCAPE THE FUGE, LLC., and that it will govern my actions and responsibilities at said game activity.
- 13) I agree that this Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
- 14) If any provision of this Agreement is deemed invalid or unenforceable, all other provisions shall continue in full force and effect.

- 15) I agree that if I damage any ESCAPE THE FUGE, LLC., escape room property, I am fully liable to reimburse ESCAPE THE FUGE, LLC. for repair or replacement of damage.
- 16) Disclaimer and Liability, its game masters, representative or employees will not be held liable for any injuries sustained during a game in our escape rooms. Because of the nature of the games, people with heart conditions, anxiety disorders, PTSD, light/sound sensitivity or pregnant women might choose to refrain from participating to avoid medical complications. YOU ARE PARTICIPATING AT YOUR OWN RISK AND ASSUME ALL RESPONSIBILITY FOR GAME PLAY.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, I FULLY UNDERSTAND ITS CONTENT, AND AM NOT UNDER THE INFLUENCE OF ANY SUBSTANCE WHICH MAY ALTER MY ABILITY TO UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I FURTHER CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER, OR THAT MY PARENTS OR LEGAL GUARDIAN’S SIGNATURE IS BELOW:

PARENTS/GUARDIAN WAIVER FOR MINORS (Under 18 years of age):

I, the undersigned parent or legal guardian, do hereby represent that I, acting in such capacity, have fully read and understand this Waiver and Release of Liability Form, and do hereby consent to my child or ward/s participation in the above described game activity. I agree, individually and on behalf of the child or ward, to be bound by all of the terms of this Waiver and Liability Form on behalf of myself and my child or ward, including, but not limited to agreement to release, hold harmless, and indemnify ESCAPE THE FUGE, LLC., from all liability, loss, cost, claim, or damage whatsoever. I agree that any act of fraud or deception in order to induce ESCAPE THE FUGE, LLC., to permit a minor’s participation in any game activity shall result in my complete acceptance of any and all liability for all loss, cost, claim, or damage whatsoever including indemnification of ESCAPE THE FUGE, LLC., for the same.

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