

Exit 2 Escape, LLC – Escape Room Games

Release, Limitation of Liability and Waiver Agreement

Must be signed by parent of legal guardian for any participant under 18 years of age.

Activity Name: Quest for the Crown or The Magician’s Secrets

Activity Location: Exit 2 Escape, 6541-B Regional Street, Dublin, CA 94568

Activity Date: _____ / _____ / _____ (month/Day/Year)

Exit to Escape, LLC, a California limited liability company (the “Company”), conducts team-bonding and adventure events and activities, including the activity identified above (the “Activity”). Participating in the Activity can or could result in injuries to the Participant(s) names in this group (the “Participant”). To be able to participate in the Activity, the Participant(s), by executing his or her signature (electronic or otherwise) to this Release, Limitation of Liability and Waiver Agreement (the “Release”), does hereby release, waive, discharge and covenant not to sue the Company, its officers, members, owners, employees, independent contractors or business partners, and the owners of the location where the Activity takes place (the “Released Parties”) from any and all liability, injuries, or any and all other claims and damages as a result of participating in the Activity. Participant(s) understands and acknowledges that he or she may not attend, participate in, or act as a spectator or bystander of the Activity unless he or she is eighteen (18) years of age or older or, if younger than eighteen (18) years of age, his or her parent or legal guardian has read, understood and signed this Release.

Release

In consideration for being permitted to participate in the Activity, the Participant(s), on behalf of his or her personal representatives, assigns, heirs, and next of kin, does hereby release the Released Parties from any and all claims, demands, actions 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 Participant’s involvement with the Activity.

Participant(s) further releases, waives, discharges and covenants not to sue all professional services from any claim whatsoever on account of first aid, treatment or service rendered to him or her during the Activity, whether by negligence or not.

Assumption of Risk

Participant(s) acknowledges the risks and hazards involved in and arising from the attending, participating in, or as a spectator or bystander, of the Activity including, but not limited to paralysis and death, and the additional risks of being hit by flying objects, falling, or incurring physical or emotional trauma, stress or injury. The Participant(s) assumes full responsibility for and risk of bodily injury, death or property damage due to negligence or non-negligence of the Released Parties relating to the Activity. The Participant further acknowledges that he/she has inspected the facilities, equipment, and areas to be used for the Activity 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.

Indemnification

Participant(s) agrees 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 Participant’s involvement with the Event. Moreover, if such claims are made as a result of Participant’s conduct, he or she agrees to pay for the legal fees, expenses, and costs incurred by the Released Parties in defending such claims against them.

Photograph and Video Release

Participant(s) grants to the Company the right to use, publish, and reproduce, for all purposes, Participant’s name and image in printed, film or electronic (video) form, sound and video recordings of Participant(s), in any and all media and for exhibition, distribution, promotion, advertising, sale, press conferences, meetings, hearings, educational conferences and in brochures and other print media. This permission extends to all languages, media, formats and markets now known or hereafter devised. This permission shall continue perpetually unless Participant(s) revokes the permission in writing. Participant hereby waives the right to receive any payment for signing this Release and waives the right to receive any payment for the Company’s use of any of the material described above for any of the purposes authorized by this Release. Participant(s) also waives any right to inspect or approve finished photographs, audio, video, multimedia, or advertising recordings and copy or printed matter or computer generated scanned image and other electronic media that may be used in conjunction therewith or to approve the eventual use that it might be applied.

No Refunds

Under no circumstances is Participant(s) eligible for a refund regardless of injury before the Activity.

Acknowledgement

Participant(s) states that he or she has carefully read the Release and understands the contents of the Release and signs the Release as his or her own free act. Participant(s) agree that by signing this Release and participating in the Activity that Participant(s) loses his or her right to sue any and all of the Released Parties.

WHEN REGISTERING ONLINE, PARTICIPANT’S ELECTRONIC SIGNATURE SHALL SUBSTITUTE FOR AND HAVE THE SAME LEGAL EFFECT AS IF PARTICIPANT HAS MANUALLY SIGNED THIS 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 ACTIVITY.

1. **Signed:** _____

Printed Name: _____

Date: _____ / _____ / _____ **(month/day/year)**

If Minor: MINOR’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) is the parent and natural or legal guardian of _____ (minor’s name) and hereby acknowledges that he/she has executed the foregoing Release for and on behalf of the minor named herein. I 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 healthcare facility to treat the minor names herein to attempting to treat or relieve such injuries. I consent to the administration of all medical care.

Signed: _____

By: _____

Date: _____