

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS ESCAPE ROOM EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I understand this activity has potential risks including but not limited to:

- 1) Use of simple tools and safety ladders;
- 2) Potentially moving or lifting objects of not more than twenty pounds;
- 3) Mental stress and anxiety;
- 4) Being in a reasonably small space with up to twelve persons;
- 5) Possibility of failure to escape the room in the allotted time.
- 6) Possibility of falling objects and projectiles.

I have no physical or mental illness that precludes my participation in a safe manner for myself or others. I am not under the influence of drugs or alcohol which impairs my ability to maintain my safety awareness or endangers others. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity. I agree that all staff or authorized agents may, in their sole discretion, determine it is unsafe for myself or others for my participation to continue, remove me from the premises by any lawful means.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me, THE FOLLOWING ENTITIES OR PERSONS: The directors, officers, employees, volunteers, representatives, and agents of any and all entities authorizing this activity;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that the directors, officers, employees, volunteers, representatives, and agents of any authorizing entity are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf. The undersigned further acknowledges that he/she has inspected the facilities, equipment, and areas to be used for The Room Upstairs Inc. and is voluntarily participating despite the risk of falls, contact and/or crashes with other participants, defective equipment, the condition of the room and any hazards that may be posed by spectators or volunteers. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I agree that The Room Upstairs Inc. or any of its assigns has the right to any photos or any video/sound footage of me during The Room Upstairs Inc. 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 entrance fee.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

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.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Name (Please print legibly)

If under 18 years old, Parent or Guardian must complete and sign next page-

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

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 or the part of my responsible party lose my/our right to sue anyone involved with The Room Upstairs Inc.

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