

# WAIVER AND RELEASE

In exchange for being allowed to participate in escape room events and activities ("Escape Room Events") offered by \_\_\_\_\_ LLC ("Operator"), I agree for myself and my family members participating in said Escape Room Events to the following terms and conditions of this Waiver and Release ("Agreement"):

**1. ASSUMPTION OF RISKS.** I freely accept and fully assume all risks, dangers and hazards associated with participating in Escape Room Events (including use of simple tools, moving or lifting objects, mental stress and anxiety, being confined in a reasonably small space with others and failure to escape within the allotted time) and the possibility of personal injury, death, property damage or loss resulting therefrom.

**2. PARTICIPANT'S REPRESENTATIONS.** Neither I nor my minor child has any physical or mental illness that precludes participation in a safe manner for ourselves or others. Nor are we under the influence of drugs or alcohol which impairs our ability to maintain awareness or endangers others.

**3. WAIVER OF CLAIMS.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW AND EXCEPT FOR CLAIMS ARISING FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE OPERATOR OR ITS OWNERS, MANAGERS, EMPLOYEES, AGENTS OR INSURERS (TOGETHER, THE "RELEASED PARTIES"), I HEREBY WAIVE ANY AND ALL CLAIMS THAT I OR MY MINOR CHILD NOW HAVE OR MAY IN THE FUTURE HAVE AGAINST THE RELEASED PARTIES FOR CLAIMS THAT ARISE FROM OR RELATE TO MY OR MY MINOR CHILD'S PARTICIPATION IN ANY ESCAPE ROOM EVENT AND FURTHER COVENANT NOT TO SUE THE RELEASED PARTIES FOR THE SAME.

**4. RELEASE OF LIABILITY.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW AND EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE RELEASED PARTIES, I HEREBY RELEASE THE RELEASED PARTIES FROM ANY AND ALL EXISTING OR FUTURE LIABILITY OF EVERY TYPE OR KIND (INCLUDING INJURY, LOSS, DAMAGES, BILLS, COSTS, FEES AND EXPENSES) THAT ARISES FROM OR RELATES TO MY OR MY MINOR CHILD'S PARTICIPATION IN ANY ESCAPE ROOM EVENT.

**5. INDEMNITY.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW AND EXCEPT FOR LIABILITY ARISING FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE RELEASED PARTIES, I AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITY OF EVERY TYPE OR KIND (INCLUDING INJURY, LOSS, DAMAGES, BILLS, COSTS, FEES AND EXPENSES) THAT ARISES FROM OR RELATES TO MY, MY MINOR CHILD'S OR MY GUEST'S PARTICIPATION IN ANY ESCAPE ROOM EVENT. I agree to pay for all damage to facilities and/or property caused by me or my family member or guest's negligent, willful or reckless acts.

**6. PHOTO/VIDEO.** I hereby consent to having my or my minor child's picture taken or filmed while participating in Escape Room Events and authorize the Operator to use and publish such images or video including sound in all forms of media and in all manner of publication including, but not limited to, advertising and marketing campaigns, social media, press releases, and website use. I hereby waive any right to review, inspect, edit or approve such use or publication and release the Operator from any claims associated with such use or publication.

**7. COMPLIANCE.** I agree to observe and obey all posted rules and warnings and to promptly comply with all instructions from the Operator, its employees and agents, including instructions to cease participation in any Escape Room Event or to leave the property. I agree to comply with all laws while on the property.

**8. MEDICAL AUTHORIZATION.** In the event of injury, I authorize the Operator to provide immediate first aid or necessary emergency care to myself, my minor child or guest and agree that I will be financially responsible for the same.

**9. LIMITED REFUND.** Neither I nor my minor child or guest will be allowed to participate in any Escape Room Event unless and until this Agreement has been executed by or on behalf of said person. If I chose not to sign this Agreement, Operator will refund any fees I have paid to participate in the Escape Room Event.

**10. NO REPRESENTATIONS OR WARRANTIES.** In entering into this Agreement I am not relying on any oral or written representations or statements made by the Operator with respect to the safety of the Escape Room Events, other than what is set forth in this Agreement.

**11. MISCELLANEOUS.** This Agreement shall be effective and binding on the undersigned and their respective heirs, relatives, next of kin, executors, administrators, assigns and representatives. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of Oregon and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within the state of Oregon. If any part of this Agreement is held to be invalid or unenforceable, then: i) the court shall modify such provision to be enforceable to the maximum extent allowed by law which modification shall be binding on the parties, and ii) all other parts of this Agreement

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shall nevertheless continue in full force and effect.

**BY SIGNING, I CONFIRM THAT I HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. I UNDERSTAND THAT IF I AM UNDER THE AGE OF 18, I MAY NOT PARTICIPATE IN ANY ESCAPE ROOM EVENT UNLESS MY PARENT OR LEGAL GUARDIAN HAS ALSO SIGNED THIS AGREEMENT.**

Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Age: \_\_\_\_\_

**Parent or Legal Guardian of Minor:** I am the parent or legal guardian of the above named minor. In consideration of the above minor being permitted to participate in any Escape Room Event, I agree that my minor and I are hereby bound by all of the terms and conditions of this Agreement.

Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_