



Eskape Rooms, LLC Release of Liability and Waiver Agreement

This Release of Liability and Waiver Agreement (“Agreement”) is entered into as of the date below by and between Eskape Rooms, LLC and _____ (“Participant”). In consideration for participating in the Eskape Rooms, LLC experience (“Activity”) on the premises located at 2575 McCabe Way, Irvine, CA, I agree for myself, my heirs, successors and assigns, to the following:

- (1) I agree to observe and obey all instructions, rules and warning given by Eskape Rooms, LLC during the Activity. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, or if I am unfit for any component of Activity participation, I will immediately discontinue participating in the Activity and immediately notify Eskape Rooms, LLC staff.
- (2) I hereby acknowledge that the Activity involves risk of injury or death of my person, or damage to my personal property. I am aware and understand that the Activity will involve simulated confinement in a room(s) and mentally intense situations that may induce physical, emotional, and/or mental stress. These situations may include, but are not limited to, stimulating variations of lighting, enclosed spaces, exposure to laser lights, automated locks, hidden enclosures, variations of audio, use of simple tools, and protruding or falling objects. I am also aware that this list is not intended to be an exhaustive list of all exposures that may incur in the Activity and I freely and voluntarily assume all of the risks of loss or injury, both expected and unexpected, associated with the Activity or arising out of my presence upon the premises of Eskape Rooms, LLC and I fully accept and assume all such risks as a result of my participation in the Activity.
- (3) I hereby release, waive, and hold harmless Eskape Rooms, LLC and its officers, employees, agents and volunteers from any and all suits, claims, expenses, disputes, damages, remedies, losses, injuries (including property damage, bodily injury or death), and any other compensable loss of any type arising out of or occurring during the Activity or during the use of the Eskape Rooms, LLC premises.
- (4) I agree to indemnify, defend, and hold harmless Eskape Rooms, LLC and its owners, officers, employees, agents, volunteers, affiliates, successors and assigns from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys’ fees and costs of litigation, arising out of or connected with the Activity or caused by any act or omission of Eskape Rooms, LLC, its owners, officers, employees, agents, volunteers, affiliates, successors and assigns in any way arising from or connected with the Activity except for such loss or damage arising from the gross negligence or willful misconduct of Eskape Rooms, LLC.
- (5) I hereby consent to the uncompensated use by Eskape Rooms, LLC of my image in interviews, testimonies, photography, and video. I further grant Eskape Rooms, LLC the right to use, edit, and resell any of the aforementioned items for any purpose whatsoever as determined in the sole discretion of Eskape Rooms, LLC in any and all forms of media.

I ACKNOWLEDGE THAT I AM 18 YEARS OF AGE OR OLDER AND HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS AND CONDITIONS. THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT RELIEVING ESKAPE ROOMS, LLC, ITS OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, AFFILIATES, SUCCESSORS AND ASSIGNS FROM LIABILITY FOR INJURY TO YOU AND OBLIGATING YOU TO INDEMNIFY ESKAPE ROOMS, LLC, ITS OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, AFFILIATES, SUCCESSORS AND ASSIGNS FROM ANY LIABILITIES THAT MAY BE SUSTAINED AS A RESULT OF ENTRY OR PARTICIPATION IN THE ACTIVITY AS DESCRIBED IN THIS AGREEMENT. IF YOU HAVE ANY DOUBTS CONCERNING ANY ASPECT OF ITS CONTENTS, CONSULT AN ATTORNEY BEFORE SIGNING IT.

Name	Signature	Date	Email Address

MINOR RELEASE (Must be completed by Parent/Guardian for Participant(s) under the age of 18):

I am the parent/guardian of _____ and have read in full and agree to all of the terms in this Release of Liability and Waiver Agreement on behalf of the Minor(s). In the event of injury, 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 hereby consent to the administration of all medical care.

Name of Parent/Guardian (Print): _____

Parent/Guardian Signature: _____

Date: _____