

ESCAPE ROOM Fayetteville

A LIVE ESCAPE ROOM ADVENTURE

ACKNOWLEDGMENT OF WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK FORM

Escape Room Fayetteville

PLEASE READ THOROUGHLY THIS AFFECTS YOUR LEGAL RIGHTS

PLEASE INITIAL BESIDE ALL NUMBERED CLAUSES INCLUDED WITHIN THIS AGREEMENT.

NOTE – Signature Required. Guardian or Parent Must Sign if Under Age 18

In proper consideration and exchange for participation and/or admission in the activity of Interactive Entertainment organized by (Escape Room Fayetteville) 3639 B. Sycamore Dairy Road Fayetteville, NC 28303 and/or use of property, facilities and services of (Escape Room the “Event”). How did you hear about us?

(Circle One): YouTube Ad – Facebook Ad – Google Ad – Google Search – Yelp – Friend/Relative – Online Publication: _____ Other: _____

(Email) _____ (Cell) _____

I, (Name) _____ Agree to bind myself, (if applicable) the members of my family, and any and all minors for which I am signing on behalf of to the following:

_____ (INITIAL) 1. I agree to observe and obey all posted rules and warnings, and further agree to follow any written or oral instructions or directions given by Escape Room Fayetteville, or the employees, representatives or agents of Escape Room Fayetteville.

_____ (INITIAL) 2. I recognize that there are certain inherent risks associated with the above-described activity and I assume full risk and responsibility for personal injury and damages to myself, (if applicable) my family members, and minors for which I am signing, further release and discharge Escape Room Fayetteville, its owners, employees, representatives and/or agents for injury that I may suffer in connection with or related to my participation and/or admission in the Event, or any loss or damage arising out of my, my family’s, and/or minors for which I am signing’s, use of or presence upon facilities of Escape Room Fayetteville, whether caused by fault of myself, my family, and/or minors for which I am signing, Escape Room Fayetteville or other parties.

_____ (INITIAL) 3. I understand that as part of the Event I may be physically touched by certain employees, representatives and/or agents of Escape Room Fayetteville as part of the Interactive Entertainment and I hereby grant permission for such touching. In addition, I am aware that the Event will employ the use of flashing lights, strobe lights, tight spaces, colors, smoke, and smells. If I am pregnant, have a heart condition or other significant health condition, or am sensitive to these items or believe that they may affect my health, I will not participate in the Event.

_____ (INITIAL) 4. I agree that I will not touch or otherwise make purposeful physical contact with any employees, representatives and/or agents of Escape Room Fayetteville.

_____ (INITIAL) 5. I agree to indemnify, hold harmless and defend Escape Room Fayetteville, its owners, employees, representatives, and agents against all claims, including but not limited to all negligence claims, causes of action, damages, judgments, cost or expenses, including attorneys’ fees and other litigation costs, which may in any way arise from or be connected to my, my family’s, and/or designated minor’s use or presence upon the facilities of Escape Room Fayetteville and/or in connection with or related to my participation or admission in the Event.

_____ (INITIAL) 6. I agree to pay for all damages to the facilities of Escape Room Fayetteville caused by my or my family’s negligent, reckless, or willful actions.

_____ (INITIAL) 7. Any legal or equitable claim that may arise from participation in the above shall be resolved under North Carolina law.

_____ (INITIAL) 8. I agree and acknowledge that I am under no pressure, oppression or duress to sign this agreement and that I have been given a reasonable opportunity to review this agreement if I so desire. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that Escape Room Fayetteville has offered to refund any fees I have paid to use its facilities if I choose not to sign this agreement.

_____ (INITIAL) 9. This agreement and each of its terms are products of an arms' length negotiation between parties. In the event that any ambiguity is found to exist in the interpretation of this agreement, or any of its provisions, the parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

_____ (INITIAL) 10. The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to particular occurrence or circumstances, shall not affect the validity or enforceability of any other provision of this agreement or of any other application of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this agreement.

_____ (INITIAL) 11. By signing this release form, I authorize Escape Room Fayetteville, to use the following personal information: 1) My picture – including photographic, motion picture, and electronic (video) images. 2) My voice – including sound and video recordings. I hereby grant to Escape Room Fayetteville, its subsidiaries, licensees, successors and assigns, the right to use, publish and reproduce, for all purposes, my name, picture of me in film and electronic (video) form, sound and video recordings of my voice, and printed electronic copy of the information described in sections (1) and (2) above in any and all media including without limitation, cable and broadcast television and the Internet, and for exhibition, distribution, promotion, advertising, sale, press conferences, meeting, hearings, educational conferences, and in brochures and other print media in connection with the advertisement and promotion of the Event and Escape Room Fayetteville. This permission extends to all language, media, formats, and markets now known or hereafter devised. This permission shall continue forever unless I revoke the permission in writing. I further grant Escape Room Fayetteville all right, title, and interest that I may have in all finished pictures, negatives, reproductions, and copies of the original print, and further grant Escape Room Fayetteville the right to such materials for marketing, communications, or advertising purposes, as it deems fit. I hereby waive the right to receive any payment for signing this release and waive the right to receive any payment for Escape Room Fayetteville's use of, or any rights to inspect or approve, finished photographs, audio, video, multimedia, or advertising and copy printed matter or computer generated scanned images and other electronic media that may be used in conjunction therewith or to approve the eventual use to which it might be applied.

_____ (INITIAL) 12. Confidentiality/Non-Disclosure. You acknowledge that during the course of your experience in the facilities of Escape Room Fayetteville you will learn certain information that must be maintained confidential in order to ensure the continued success of Escape Room Fayetteville and its operations. You further acknowledge that your disclosure of any such information to third-parties and/or the public, including through digital mediums and social media would result in irreparable harm to Escape Room Fayetteville. Based thereon, you agree that any and all information you may obtain concerning the operation of the facilities of Escape Room Fayetteville, including any "passcodes" or other information which is necessary to complete and participate in the experience provided by Escape Room Fayetteville must be maintained confidentially and you expressly agree that you will not disclose or cause to be disclosed such confidential or proprietary information to third-parties or the public, including through the use of social media or other digital outlets.

_____ (INITIAL) 13. I hereby waive any and all right I, my family, or the minor for which I am signing has to seek compensatory damages, lost profits, exemplary damages against Escape Room Fayetteville, its owners, employees, representatives and agents, and agree that any damages that I may suffer for my participation in the Event shall be limited to a refund of the admission fees that I have paid for my participation in the Event.

_____ (INITIAL) 14. I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING DOCUMENT AND I FULLY UNDERSTAND THE CONTENTS HEREOF. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS **ON BEHALF OF MYSELF AND/OR MINOR FOR WHICH I AM SIGNING.**

IN CASE OF AN EMERGENCY, please call (name) _____
(Relationship) _____
at Phone Number (_____) _____.

IF SIGNING ON BEHALF OF YOURSELF

Name: _____

Signature: _____ Date: _____

IF SIGNING AS GUARDIAN ON BEHALF OF MINOR (under age 18)

Name of Minor: _____ Age of Minor: _____

Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____ Date: _____