

ESCAPE ROOM CONCORD NH
WAIVER, RELEASE, COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in the ESCAPE ROOM CONCORD NH (the "Sponsor"), which includes a number of activities, including, but not limited to bending, kneeling, lifting, turning, pushing, and utilizing a variety of props (herein referred to as the "Activity"), I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD Sponsor, its trustees, officers, servants, agents, volunteers and employees (herein referred to collectively as the "Releasees") FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURIES, INCLUDING DEATH, that may be sustained by me during the Activity (which term includes any official or unofficial programs or activities in which I might participate during the Activity and travel by air, car, bus, subway or any other means to, from or during the Activity).

2. Despite precautions, accidents and injuries can occur. I understand that travel and other aspects of the Activity I may undertake may be potentially dangerous and that I may be injured and/or lose or damage personal property, or suffer financial loss as a result of participation in the Activity. Therefore, I ASSUME ALL RISKS RELATED TO THE ACTIVITY including but not limited to:

- Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury of any nature, whether severe or not, which may occur as a result of participating in the Activity; and
- Death, injury or illness resulting from [Physical Activity, Use of Tools and Motion Products, Confinement to a Small Space with Other People, Mental Stress and/or Anxiety, Moving and Lifting Props and Items]; and
- Theft or loss of my personal property during the Activity.

I further acknowledge that the above list is not inclusive of all possible risks associated with the Activity, and that I am aware of the risks involved whether described or not. I further understand that participating in the Activity is an acceptance of the risk of injury, death and financial loss. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Activity activities and the use of facilities, equipment, or services in association with the Activity, and that I am voluntarily assuming all risks, whether known or unknown.

I hereby agree to indemnify and defend the Sponsor, room participants, property owners, and tenants of the property against all claims, damages, judgements, costs and expenses including attorney's fees for injury or loss out of my or child's use and participation.

INCLUDES

This Waiver, Release, Covenant Not to SUE and Hold Harmless Agreement includes without limitation, injuries or accidents that may occur as a result of, but not limited to:

- Regular Use or Misuse of the Facility in Any Way or by Any One;
- Use of Any of the Equipment or Props that may Malfunction or Break;
- Maintenance, or the Lack Thereof, of the Facility or Equipment;
- Instruction, or the Lack Thereof;
- Falling, Tripping, or Slipping While in or Around the Facility;
- Any Other Cause

3. I agree that my safety is primarily dependent upon my taking proper care of myself. I agree to make sure that I know how to safely participate in the Activity, and I agree to observe any rules and practices that may be employed to minimize the risk of injury. I agree to stop and seek assistance if I do not believe I can safely continue in the Activity. I agree to limit my participation to reflect my personal fitness level. I agree to wear or use proper protection or gear as dictated by the Activity. I will not wear or use or do anything that would pose a hazard to myself or others, including using or ingesting any substance which could pose a hazard to myself or others. **I UNDERSTAND THAT I MAY LEAVE ANY ESCAPE ROOM AT ANY TIME THROUGH THE DOOR IN WHICH WE ENTERED THAT WILL REMAIN UNLOCKED AT ALL TIMES.**

4. RIGHT TO REFUSE ENTRY. The SPONSOR reserves the right to refuse entry to anyone determined solely based on our own reasoning. SPONSOR also reserves the right to remove anyone from the game at any time for any reason.

5. PHOTOGRAPHY, VIDEOTAPING, AND AUDIO RECORDING. I grant the SPONSOR the right to photograph, videotape, and record audio of myself and/or my children during the participation of the Activity. We reserve the right to use such recordings for marketing purposes without reservation or limitation.

6. DAMAGES. I take full responsibility of the props, furniture, and all items within the Activity and will pay for any damage that I, or my child, causes. I also understand that such losses may impact other games and I can be held responsible for loss of revenue due to these damages or misplaced items.

RULES OF THE GAME

Parts of the room are not part of the game. Never touch or manipulate any of the electrical sockets, cameras, exit signs, emergency lights, fire protection equipment, fire extinguishers, windows, or television monitors.

This game does not require you to ever leave contact with the floor. You will never need to climb onto any item. Always make sure that your feet or knees are always in contact with the floor.

Individuals who have participated in the same game previously must not tell others answers to the clues. If you have participated already and would like another chance, please let us know so we can make accommodations. If you ruin the game for the other participants due to your previous knowledge than you can be held financially responsible to those affected.

It is my express intent that this WAIVER, RELEASE, COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of New Hampshire, without application of principals of conflicts of laws, and I consent to the jurisdiction of state and federal courts within New Hampshire.

I understand and agree that there are no refunds.

PARTICIPANTS FULL PRINTED NAME	SIGNATURE	DATE
--------------------------------	-----------	------

CONSENT FOR MINOR

By signing this document below, I agree to and consent to the following minors under my care in this Activity. I declare that I am legally allowed to represent the following children. I hereby agree on behalf of the following minors to all of the terms and conditions of this document.

In the event of an injury to any minors, the Sponsor may provide or request medical assistance that may require financial payment provided by the child’s guardian and/or signer of this document; furthermore, the SPONSOR will not be held responsible for providing, or requesting, such treatment, either legally or financially.

NAME OF MINOR / CHILD

MINOR / CHILD DATE OF BIRTH

CONSENTING ADULT – PRINTED NAME	SIGNATURE	DATE
---------------------------------	-----------	------