

## **MyEscape Mission, LLC - Waiver and Release of Liability**

**Waiver and Release.** In consideration for use of the facility, I waive and release MyEscapeMission LLC ("MyEscapeMission"), its agents, servants, employees, insurers, successors and assigns from all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence at the facility or use of the facility and/or equipment. This waiver and release is intended to and does release MyEscapeMission from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and MyEscapeMission's negligence, including but not limited to negligence in the construction, maintenance and upkeep of the facility and its equipment, negligence in training or negligence in supervision.

**Intentional Misconduct.** This is not intended to release MyEscapeMission from any liability resulting from their intentional conduct.

**Medical Considerations.** I understand that if, for any reason, I am or have been under medical supervision or if I have not exercised regularly in the recent past, that a doctor's approval should be obtained prior to use of the facility's equipment. I understand and agree that it is my sole responsibility to obtain a doctor's approval.

**Indemnification.** I further covenant and agree not to institute any claims or legal action against MyEscapeMission for any claim released by this Agreement. I further agree that should any claim be made against MyEscapeMission in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) MyEscapeMission for any such claim and expenses including attorneys' fees and costs incurred by MyEscapeMission in defending themselves or security indemnity hereunder.

**Supervision.** I recognize the facility is not under constant supervision, and I use the facility (including premises and equipment) entirely at my own risk.

**Property.** I understand that MyEscapeMission is not responsible for any lost or stolen valuables or property from within the facility.

**Conduct.** While at the facility, I agree to conduct myself in a responsible manner and will refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language or any intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the facility by other users.

**Rules.** I acknowledge that I have read the rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

**Severability.** If any term of this Waiver is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions

contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.

**Emergency Contact Information.** In the event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>	<u>Contact Relationship</u>	<u>Contact Telephone</u>
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**I HAVE READ THE AGREEMENT AND UNDERSTAND THAT BY SIGNING THE AGREEMENT I HAVE CONSENTED TO BE BOUND BY ITS TERMS, INCLUDING THE WAIVER/RELEASE OF ANY LEGAL RIGHT I MAY HAVE TO SUE FOR ANY COSTS THEY INCUR BECAUSE A CLAIM OR LEGAL ACTION IS BROUGHT IN VIOLATION OF THIS AGREEMENT. I AGREE ANY VIOLATION OF THE AGREEMENT AND ITS TERMS AND CONDITIONS, AS DETERMINED BY MYESCAPEMISSION, WILL VOID AND TERMINATE THIS AGREEMENT AND MAY RESULT IN LOSS OF THE ABILITY TO USE THE FACILITY.**

_____	_____
Signature	Date

\_\_\_\_\_

Print Name

**Electronic Signature Consent**

\_\_\_\_\_ By initialing here, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.

**Waiver Alternative**

MyEscapeMission, LLC will allow a participant to join an escape room without signing the above liability waiver for an additional cost of \$25.00 per participant refusing to sign. If a participant chooses to exercise this option, they still agree to follow the MyEscapeMission, LLC Rules and Regulations.

I CHOOSE TO NOT SIGN THE ABOVE LIABILITY WAIVER AND INSTEAD WISH TO PAY AN ADDITIONAL COST TO PARTICIPATE WITHOUT WAIVING MY RIGHTS OR RELEASING LIABILITY. I AGREE TO FOLLOW THE MYESCAPEMISSION, LLC RULES AND REGULATIONS. I AM STILL RESPONSIBLE FOR MY OWN ACTIONS AND AGREE THAT MYESCAPEMISSION, LLC IS NOT RESPONSIBLE FOR THE ACTIONS OF OTHER PARTICIPANTS.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

### **MyEscapeMission, LLC Rules and Regulations**

The following rules and regulations are intended to make the MyEscapeMission facility safe, enjoyable and pleasant. These rules apply to all users and might be amended periodically by MyEscapeMission, LLC.

1. **Check in Process.** Please ensure that your entire party arrives 10 minutes before your scheduled time. There will be a brief orientation on the rules and use of the escape room facilities. All participants must sign a release prior to escape room use if they have not already done so. You will have 1 hour to escape your room with the time starting when the door is closed. No-one may enter or exit the room prior to the completion of the room.
2. **Use.** Users shall not misuse or use the facility and related equipment in any manner that will cause damage. Users shall not install, nor tamper with or remove, any equipment in the facility. No person may use the facility without signing a release. Guests are not authorized to use the facility, and users may not grant access to the facility, nor permit the facility to be used, by any unauthorized persons.
3. **Clothing.** The minimum attire at the facility is shorts/skirt, tank top, and flip-flops. Any conventional clothing is permissible. Shoes or similar footwear must always be worn.
4. **Conduct.** Any conduct that unreasonably interferes with the use or enjoyment of the facility or the equipment by others or disrupts or interferes with normal, safe, orderly and efficient operation is strictly prohibited. Personal audio equipment, cameras/video recorders may not be used without consent.
5. **Smoking.** Smoking of any kind or consumption of ALL types of tobacco/nicotine products is strictly prohibited in the facility.
6. **Solicitations and Petitions.** Solicitation for the sale of any product or service, or for charitable contributions, and petitions of any kind, are strictly prohibited.
7. **Notices, Complaints or Suggestions.** Users must immediately notify MyEscapeMission if they discover unsafe or hazardous defects or conditions relating to the facility or equipment. Complaints or suggestions regarding the operation, maintenance, services and equipment at the Center should be directed to management.
8. **Maintenance.** No user may leave litter, trash, debris or articles of clothing at the facility. The entry door must be kept closed and free of blockage at all times.
9. **Cancellations.** Requests to reschedule must be made a minimum of 48 hours before your scheduled event. There are no refunds. Cancellations made within 48 hours of your scheduled event may be rescheduled at the sole discretion of management.
10. **No Shows.** If you fail to arrive at the time of your appointment or arrive 10 minutes after your mission start time begins, you forfeit any refund or reschedule options and we must allow the other patrons to play without you or your group.