

## **RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

The individual named below (referred to as "I" or "me") desires to participate in an escape room activity (the "Activity") provided by Escape Industries, LLC, a Connecticut limited liability company (the "Company"), with offices located at 103 Whitney Ave, New Haven, CT 06510 (the "Venue"). As lawful consideration for being permitted by the Company to participate in the Activity, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

### **ARTICLE I: Informed Participation**

I understand and acknowledge that the Activity will be explained to me prior to my participation in the Activity, and I further understand and acknowledge that I have the right to not participate in the Activity if the Activity has not been sufficiently explained to me, or for any other reason or no reason. I understand I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Company, and its officers, managers, employees, agents, affiliates, members, successors and assigns (collectively, "Releasees"), arising out of or attributable to my participation in the Activity, whether arising out of the negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

### **ARTICLE II: Distress**

I am aware that as part of the activity prepared for me by the Company, I may be subject to confinement, confusion, surprise, fear, and other sources of physical or psychological discomfort. I affirm that I willingly participate in this activity, with the full knowledge that if at any point I choose to end my participation, I can do so by leaving through the emergency exit and returning to the lobby.

### **ARTICLE III: Surveillance**

I am aware that I may be subject to video and audio monitoring and recording. I understand that my participation in post-game group photos constitutes my consent to the release of those photos for Web marketing uses, including but not limited to the Company's Web site and social media platforms such as Facebook, Instagram, and Twitter.

#### **ARTICLE IV: Player Conduct**

Each participant ("player") is expected to respect the venue, its furnishings, and the personal safety and boundaries of fellow players and staff. No weapons of any kind are permitted in the venue. Harrassment of other players or of staff will not be tolerated. Any player who, in the judgment of the staff, is excessively inebriated, disruptive, or poses a danger to others, will forfeit their right to play and be asked to leave.

#### **ARTICLE V: Personal Data**

I hereby consent to the collection of my personal information by the Company for the purposes of market research, determining eligibility for re-entrance and special offers, and such ancillary uses as may from time to time be decided upon by the Company.

#### **ARTICLE VI: COVID-19**

I affirm that I am not exhibiting any symptoms of COVID-19 / coronavirus (including but not limited to fever or chills, cough, shortness of breath, body aches, or a new loss of taste or smell), and have not been diagnosed with COVID-19 within the past 14 days. I understand that if I am experiencing any of those symptoms, I should not enter the venue, and if I begin to experience symptoms while I am at the venue, I should notify a staff member and leave immediately; bookings cancelled or rescheduled due to COVID-19 concerns will incur no additional charge or penalty. I consent to the use of my identifying information for the purposes of COVID-19 contact tracing, subject to the guidelines, limitations, and privacy protections provided by state law. I agree to wear a mask at all times while inside the venue, and I understand that if I do not arrive with a mask, I will be required to purchase one at cost before I am allowed entry. I understand that players lacking masks will be denied entry and their tickets will not be refunded.

#### **ARTICLE VII: Entire Agreement; Severability; Jurisdiction**

This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other

jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in New Haven County, Connecticut, and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.**

Signed:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**(This page is only required for players under 18 years of age.)**

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signed:

\_\_\_\_\_

Printed Name of Parent or Legal  
Guardian:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_