



Waiver and Release of Liability Form

THIS AGREEMENT CONTAINS A WAIVER OF IMPORTANT LEGAL RIGHTS, PLEASE READ CAREFULLY.

WARNING: THESE GAME ACTIVITIES SIMULATE DANGEROUS AND HIGHLY STRESSFUL SITUATIONS MEANT TO TEST A PERSON'S PHYSICAL AND MENTAL LIMITS WHICH MAY CAUSE MENTAL AND PHYSICAL DURESS OR INJURY. BY SIGNING THIS AGREEMENT, YOU ARE CONSENTING TO WAIVE VALUABLE LEGAL RIGHTS TO SUE FOR ANY INJURY RESULTING FROM YOUR PARTICIPATION IN ANY GAME ACTIVITY, TREASURE VALLEY ESCAPE ROOMS'S SUPERVISION OF ANY GAME ACTIVITY, ANY EQUIPMENT INVOLVED IN MAY GAME ACTIVITY, OR ANY OTHER PARTICIPANTS IN ANY GAME ACTIVITY.

In consideration of Treasure Valley Escape Rooms allowing me to participate in a game activity, which shall be defined as an activity designed to stimulate a dangerous and highly stressful situation, I, the undersigned, do hereby represent and warrant that:

- (1) I ASSUME ANY AND ALL RISKS of participating any game activity conducted by TREASURE VALLEY ESCAPE ROOMS and agree to fully and forever release, indemnify, and hold harmless TREASURE VALLEY ESCAPE ROOMS.
- (2) I understand that this release includes, but is not limited to, any risk that may arise from the negligence, act, omission or carelessness on the part of TREASURE VALLEY ESCAPE ROOMS from dangerous or defective equipment or property owned, maintained, or controlled by TREASURE VALLEY ESCAPE ROOMS.
- (3) I understand that TREASURE VALLEY ESCAPE ROOMS include all its employees, assigns, directors, members, volunteers, representatives, affiliates, insurers, subcontractors, and all other persons acting on behalf of TREASURE VALLEY ESCAPE ROOMS.
- (4) I understand TREASURE VALLEY ESCAPE ROOMS conducts simulated game events which are meant to test a person's physical and mental limits and which may cause stress and injury; I represent and warrant that I am sufficiently physically fit for participation in the game activity and further certify that there are no health-related reasons or problems which preclude my participation in such game activity. Furthermore, I understand that my participation may exacerbate or initiate physical stress or injury, up to and including disability or death, and I fully and forever release and agree to indemnify TREASURE VALLEY ESCAPE ROOMS from any resulting physical stress or injury, up to and including disability or death, by assuming any and all risks of participation.
- (5) I understand that TREASURE VALLEY ESCAPE ROOMS conducts simulated game events which may be disturbing, I represent and warrant that I am of sufficient mental capability and have no pre-existing mental or psychiatric conditions, such as, but limited to, anxiety, panic attacks, claustrophobia, or any other condition that may cause mental duress or damage of any character by my participation in a simulated event. Furthermore, I understand that my participation may exacerbate or initiate mental of psychiatric conditions and I fully and forever release and agree to indemnify TREASURE VALLEY ESCAPE ROOMS for any damage to or loss of my personal property resulting from my participation.
- (6) I understand that my participation may result in damage to or loss of my personal property and hereby, fully and forever, release and agree to indemnify TREASURE VALLEY ESCAPE ROOMS for any damage to or loss of my personal property resulting from my participation.
- (7) I fully and forever waive, release, and discharge TREASURE VALLEY ESCAPE ROOMS of all liability, claims, loss, expenses, demands, actions, and causes of action whatsoever arising from my participation in any game activities.
- (8) I agree on behalf of myself, my heirs, executors, administrators, agents and assigns to fully and forever waive, release, discharge, hold harmless and to indemnify TREASURE VALLEY ESCAPE ROOMS from any and all liability, claims, loss, expenses, demands, actions, and causes of action whatsoever, which may be initiated by myself or any other person or organization, arising from any negligence, act, omission, or carelessness by TREASURE VALLEY ESCAPE ROOMS.
- (9) I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns. I would like to receive free email promotions and discounts to the email address provided below. I may unsubscribe from emails from MailChimp at any time.
- (10) I acknowledge that this Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
- (11) If any provision of this agreement is deemed invalid or unenforceable, all other provisions shall continue in full force and effect.

COVID-19 ASSUMPTION OF RISKS: An inherent risk of exposure to COVID-19 exists in any place where people are present. I understand that while TREASURE VALLEY ESCAPE ROOMS has undertaken reasonable steps to lessen the risk of transmission of COVID-19 that they are not responsible in any manner for any risks related to COVID-19 in connection to my participation within the game activity. COVID-19 is a contagious disease that can lead to severe illness and/or death. By visiting TREASURE VALLEY ESCAPE ROOMS, I knowingly and voluntarily assume all risks related to COVID-19.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, I FULLY UNDERSTAND ITS CONTENT, AND AM NOT UNDER THE INFLUENCE OF ANY SUBSTANCE WHICH MAY ALTER MY ABILITY TO UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I FURTHER CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER, OR THAT MY PARENT'S OR LEGAL GUARDIAN'S SIGNATURE IS BELOW.

Participant's Signature

Date

Participant's Name

Participant's Email

Check if you do not wish to receive marketing emails

PARENT/GUARDIAN WAIVER FOR MINORS (Under 18 years of age)

I, the undersigned parent or legal guardian do hereby represent that I, acting in such capacity, have fully read and understood this Waiver and Release of Liability Form and do hereby consent to my child or ward's participation in the above described game activity. I agree, individually and on behalf of the child or ward, to be bound by all the terms of this Waiver and Liability Form on behalf of myself and my child or ward, including, but not limited to agreement to release, hold harmless, and to indemnify TREASURE VALLEY ESCAPE ROOMS from all liability, loss, cost, claim, or damage whatsoever. I agree that any act of fraud or deception in order to induce TREASURE VALLEY ESCAPE ROOMS to permit a minor's participation in any game activity shall result in my complete acceptance of any and all liability for a loss, cost, claim, or damage whatsoever including indemnification of TREASURE VALLEY ESCAPE ROOMS for the same.

Participant's Signature

Date

Participant's Name