

WAIVER AND RELEASE OF LIABILITY

As consideration for the use of the facility and participation in activities run by Escape Games Fort Bend LLC d/b/a Escape Room Missouri City Sugar Land (Escape Games), I, the undersigned Participant hereby agree to the following:

- I understand that participation in an escape room may carry some risk of harm or injury. I acknowledge that I am aware of the potential risks involved with such activity.
- Where Escape Games appears in this document, I understand and agree that that name means Escape Games Fort Bend LLC d/b/a Escape Room Missouri City Sugar Land and includes its agents, servants, employees, insurers, successors and assigns.
- I **knowingly, intentionally, and voluntarily waive and release** any legal claims arising in tort against Escape Games connected to my use of the facilities run by Escape Games and my participation in the activities offered by Escape Games, including claims for personal injury, property damage, medical expenses, loss of services or any other damages whatsoever. This waiver and release includes, but is not limited to, a release for claims arising from my own negligence, the negligence of Escape Games and its personnel, negligence in the construction, maintenance and upkeep of the facility and its equipment, and negligence in training or supervision. I hereby release Escape Games from all liability arising from my use of these facilities and participation in Escape Games activities.
- I agree and covenant that I will not institute any claims or legal action against Escape Games for any claim released by this Agreement. I further covenant that I shall indemnify Escape Games for any claim made against Escape Games in contravention of this Agreement, including but not limited to derivative claims and claims made by a next friend or guardian. My indemnification extends to responsibility for reimbursing Escape Games for the entire cost of any claim – including expenses related to litigating the claim, attorney’s fees, and costs of court.
- I acknowledge that Escape Games is not responsible for any lost or stolen valuables.

RULES OF PARTICIPATION

In participating in Escape Games activities, I understand and agree to be bound by the following rules of participation:

1. I understand the manner of solving an escape room does not require the destruction or damage of any property or object. I agree to refrain from damaging the objects and structures within any of the facility’s rooms.
2. I agree to conduct myself in a responsible manner, refraining from inappropriate conduct, which I understand to include loud, vulgar or offensive language or gesture; intimidation or threat to any other participant or employee of Escape Games; or any other conduct that would directly and significantly interfere with the peaceful use and enjoyment of the facilities by other guests and participants.
3. I understand that participation while under the influence of illegal drugs and/or alcohol is not permitted.
4. I understand that this activity has risks including, but not limited to, being in a reasonably small space with up to 10 persons; and possibility of failure to complete all puzzles in the allotted time.

5. I agree to comply with the directions of staff and employees of Escape Games.
6. I understand that the facility is subject to audio and video monitoring and I consent to being monitored while at the facility.
7. I acknowledge that photos, audio, or video may be taken of me while at the facility to enhance the player(s) experience and for safety and security purposes.
8. **Unless indicated otherwise in the statement below my signature, I consent to Escape Games' use of any photos and videos of me for publicity or marketing purposes.**
9. I agree not to publicly reveal the details of any game at Escape Games. This agreement includes the nature of or solutions to puzzles, secrets and riddles, the location or nature of hidden objects codes, or other information significant to solving the escape room. This agreement extends to all manner of communication, whether in person or video transmission or by writing or electronic communication, including through websites or social media.
10. I understand that nothing in the game rooms or anywhere on the property is intended to be damaged. I agree that I am responsible and liable for the repair or replacement of any property I damage, whether to props, electronics, pictures, furniture, doors, windows, flooring, walls, the ceiling or any other object or structure.

I understand that a violation of any of the rules above may result in my loss of the ability to participate in Escape Games activities and/or my removal from the facility without any refund.

Participant Signature

Date

Print Name

Check this box if you DO NOT consent to Escape Games' use of any photos and videos of you for publicity or marketing purposes.

If Participant is a minor, this form must also be agreed to and signed by Participant's legal guardian.

Guardian Signature, if Participant is a Minor

Print Guardian Name