ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

Must be signed by parent or legal guardian for any participant under 18 years of age.

Race/LA dba Escape Room LA
120 E. 8th Street, Los Angeles CA 90014

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS ESCAPE THE ROOM EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I understand this activity has potential risks including but not limited to:

1) Use of simple tools;
2) Potentially moving or lifting objects of not more than 20 pounds;
3) Mental stress and anxiety;
4) Being in an enclosed space with up to 12 other persons;
5) Possibility of failure to escape the room in the allotted time.

I have no physical or mental illness that precludes my participation in a safe manner for myself or others. I am not under the influence of drugs or alcohol which impairs my ability to maintain my safety awareness or endangers others.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity. I agree that all staff or authorized agents may, in their sole discretion, determine it is unsafe for myself or others for my participation to continue, remove me from the premises by any lawful means.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me, THE FOLLOWING ENTITIES OR PERSONS: The directors, officers, employees, volunteers, representatives, and agents of any and all entities authorizing this activity;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that the directors, officers, employees, volunteers, representatives, and agents of any authorizing entity are NOT responsible for the errors, omissions, acts,

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or failures to act of any party or entity conducting a specific activity on their behalf.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose this authorizing entity decides, and assigns. Such uses may include but are not limited to posting on social media.

This Accident Waiver and Release of Liability shall be governed and interpreted in accordance with the laws of the State of California. Any action, proceeding or litigation concerning my participation in this activity may only be brought in Los Angeles County, California, and I hereby agree that the courts of Los Angeles County, California, shall have exclusive jurisdiction over me and the subject matter of any such proceeding. I further agree that any and all disputes or controversies arising under or relating to this Accident Waiver and Release of Liability or any of its terms, any effort of any party to enforce, interpret, construe, rescind, terminate or annul this Accident Waiver and Release of Liability, or any provision thereof, and any and all disputes or controversies arising under or related to my participating in this event shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association, through its Los Angeles, California office. I agree that the arbitrator's ruling, or arbitrators' ruling, as applicable, in the arbitration shall be final and binding and not subject to appeal or challenge.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY 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.

If Participant is under 18 years of age:

I am the parent or legal guardian of the Participant. I understand the legal consequences of signing this document, including (a) releasing Race/LA from all liability, (b) promising not to sue Race/LA, (c) and assuming all risks of participating in this activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document. I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

SIGNED (Minor Participant's Parent or Guardian):

_____

PRINT NAME _____ DATE _____

PRINT MINOR PARTICIPANT'S NAME _____