

The Ultimate Escape Rooms

Release of Liability, Waiver of Claims, Assumption of Risk Indemnity Agreement and License

By my signature below, I hereby agree on my behalf as well as on the behalf of my minor child and/or ward and any personal representative(s), family member(s), successors, heirs, and assigns that:

- **ACKNOWLEDGEMENT AND ASSUMPTION OF RISK**- I recognize that there are certain inherent risks related to participation in BAAM Enterprises, Inc. dba The Ultimate Escape Rooms (hereinafter "BAAM") activity (hereinafter "Activity") that may include but are not limited to: Claustrophobia, anxiety and/ or physical harm.

- **RELEASE OF LIABILITY** - I hereby expressly and knowingly release and forever discharge and hold harmless BAAM, its owners, affiliates, officers, directors, shareholders, agents, designers, room participants, licensors, members, employees, property owners, business partners, and tenants of the property from and against any and all claims or causes of action arising out of my or my child/ ward's participation in the Activity including, but not limited to, any and all liability, claims, demands whatsoever arising from any damage, loss, personal injury, or death to me or my child/ wards while participating in any Activity at the facility. I assume full responsibility for my and/ or my child/ ward's participation in the Activity.

- **COVENANT/AGREE TO NOT SUE** - I further release, waive, discharge and covenant not to sue, mediate or arbitrate BAAM, its owners, affiliates, officers, directors, shareholders, agents, designers, licensors, members, employee's, property owners, room participants, business partners, and tenants of the property from any claim whatsoever arising from my or my child/ ward participation in the Activity while at the facility or on the surrounding grounds.

- **INDEMNIFY AND DEFEND** - I hereby agree to indemnify and defend BAAM, its owners, affiliates, officers, directors, shareholders, agents, rooms participants, designers, licensors, members, employees, property owners, business partners, and tenants of the property against any and all claims, causes of action, damages, judgments, costs or expenses including attorney's fees and other litigation costs for injury or loss arising out of my or my child/ ward's use and participation in the Activity.

- **INCLUDES**- This waiver, release of liability and indemnification agreement includes, without limitation, injuries or accidents that may occur as a result of:
 - (a) Use or misuse of the facility in any way, by anyone
 - (b) Use of any equipment that may malfunction or break
 - (c) Maintenance of the facility, grounds, or equipment

- (d) Instruction or lack of supervision
- (e) Slipping, tripping and/ or falling while in the facility or on the surrounding premises
- (f) Strenuous bodily movement
- (g) Any other cause

- **RIGHT TO REFUSE ENTRY** - BAAM reserves the right to refuse entry to the facility if the employees and/ or staff believe, in BAAM's sole discretion, that any participant could create a risk of harm to themselves or other.

- **RIGHT TO PHOTOGRAPH** -I hereby grant BAAM t he right to photograph, videotape and/ or record me and/ or my child/ ward's name, face likeness, voice, and appearance in connection with exhibitions, publicity, advertising, any marketing purposes and promotional materials without reservation or limitation. If you would like to opt out of this provision, please advise one of our staff members and initial here:

- **OBSERVE AND OBEY ALL RULES** - I agree on behalf of myself, my family members and my child/wards to listen to verbal instructions and rules and read written instructions and rules carefully and to strictly and diligently obey, in a timely manner, all instructions and rules of the facility and the Activity.

- **DAMAGES** - I understand that I am responsible for damages to any props, furniture, clues, or any other property owned by BAAM while participating in the Activity. I acknowledge and agree to be charged for and to pay, upon demand, for any damage caused by me, my family or my child/wards during, before and/ or after participation in the Activity. Furthermore, I hereby agree and acknowledge that I am solely responsible for any and all lost future potential revenue proximately caused by any damage incurred by me.

- **REFUNDS**- No refunds will be given under any circumstances. Once you have selected a time slot, signed this waiver and your credit/ debit card is charged, you are committed to the time slot chosen and no refunds will apply.

- **JURISDICTION** - Any legal claim that may arise from participation in the activity will be governed by the laws of the State of California.

- **AGREE WITHOUT DURESS** - I acknowledge that I have read this document and I am signing this agreement of my own free will. I am under no pressure or duress and I understand that I have the right to have an attorney of my choosing review and advise me before signing.

PARTICIPANTS PRINTED NAME

SIGNATURE

DATE

CONSENT FOR MINOR

By signing below, I agree and consent to the participation of stated minor child or ward to participate in this amusement activity. I also agree on behalf of the below stated minor child to all of the terms and conditions of this Agreement. By signing this Release of Liability I represent that I have legal authority over and custody of stated minor child or ward.

In the event of an injury to the stated minor child during the activity, I give my permission to BAAM, its employee's, representatives or agents, in their sole discretion, to arrange for all necessary medical treatment for which I shall be financially responsible

NAME OF MINOR CHILD

MINOR CHILD DATE OF BIRTH

CONSENTING ADULT - PRINTED NAME

SIGNATURE

DATE