



## WAIVER

This Waiver, Release and Indemnity is entered into as of the date written below by and between each of the undersigned participants and Bingemans, operating as EscapeworX at 425 Bingemans Centre Drive. In consideration of being permitted to participate in the escape room activities offered by EscapeworX, each Participant hereby agrees as follows:

1. I acknowledge that I and/or my child am using the facilities, participating in the activities and executing this waiver voluntarily and of my own accord.
2. I acknowledge that there are inherent risks associated with the use of the facilities and participation in the activities, including and without limitation, exposure to moving objects, use of mechanical and electrical devices and access to confined and dimly lit spaces. I accept such risks voluntarily and assume responsibility for any accidents or consequences,
3. Participants with medical conditions including, but not limited to claustrophobia, epilepsy, anxiety, asthma, heart disease must notify EscapeworX beforehand and agree to participate at their own risk.
4. The undersigned below agree to comply with all the rules and terms of participation of EscapeworX. All minors (under 18) participate with approval of their parents. EscapeworX reserves the right to refuse access to participants for violation of rules without refund or explanations. Please treat our game objects respectfully. In case of damage to game items, participants are responsible for all associated costs.
5. Participants may be photographed after the game and their photo can be used for promotional purposes.
6. Cell phones or video equipment are not permitted in the game. They will be secured outside of the room. It is strictly forbidden to share information about the game in public or via social media
7. I agree to indemnify and defend EscapeworX against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of EscapeworX.

Each participant/parent/guardian acknowledges having read, understood, and agreed to the terms of this waiver. Each participant is fully aware of the risks involved in participating. Each participant is aware that by signing this document, the participant is waiving certain legal rights that the participant may have against the releases (on behalf of the participant and his/her releasers) and that this waiver shall constitute a release of liability to the fullest extent permitted by law.

Name of Participant \_\_\_\_\_

(Please print)

Signature of Participant/Guardian \_\_\_\_\_

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