

PLEASE READ THOROUGHLY THIS AFFECTS YOUR LEGAL RIGHTS
RELEASE OF LIABILITY FORM
ESCAPE ROOM PALM SPRINGS

SHOW TIME: _____

In exchange for participation in the activity of Interactive Entertainment organized by ESCAPE ROOM PALM SPRINGS, of 2500 N. Palm Canyon Dr, Palm Springs, California, 92262 and/or use of property, facilities and services of Escape Room Palm Springs (the "Event").

How did you hear about us? (Circle One):

YouTube Ad – Facebook Ad – Google Ad – Google Search – Yelp – Friend/Relative – Other: _____

(Email) _____ (Cell) _____

I, (Name) _____ Agree for myself and (if applicable) for the members of my family to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any written or oral instructions or directions given by Escape Room Palm Springs, or the employees, representatives or agents of Escape Room Palm Springs.
2. I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Escape Room Palm Springs, its owners, employees, representatives and/or agents for injury that I may suffer in connection with or related to my participation in the Event, or any loss or damage arising out of my or my family's use of or presence upon facilities of Escape Room Palm Springs, whether caused by fault of myself, my family, Escape Room Palm Springs or other parties.
3. In addition, I am aware that the Event may employ the use of flashing lights, strobe lights, tight spaces, colors, smoke, and smells. If I am pregnant, have a heart condition or other significant health concern, or am sensitive to these items or believe that they may affect my health, I will not participate in the Event.
4. I agree that I will not touch or otherwise make purposeful physical contact with any employees, representatives and/or agents of Escape Room Palm Springs.
5. I agree to indemnify and defend Escape Room Palm Springs, its owners, employees, representatives, and agents against all claims, causes of action, damages, judgments, cost or expenses, including attorneys' fees and other litigation costs, which may in any way arise from my or my family's use or presence upon the facilities of Escape Room Palm Springs and/or in connection with or related to my participation in the Event.
6. I agree to pay for all damages to the facilities of Escape Room Palm Springs caused by my or my family's negligent, reckless, or willful actions.
7. Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.
8. I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review this agreement if I so desire. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that Escape Room Palm Springs has offered to refund any fees I have paid to use its facilities if I choose not to sign this agreement.
9. This agreement and each of its terms are products of an arms' length negotiation between parties. In the event that any ambiguity is found to exist in the interpretation of this agreement, or any of its provisions, the parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which lead to a construction either "for" or

“against” a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

10. The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to particular occurrence or circumstances, shall not affect the validity or enforceability of any other provision of this agreement or of any other application of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this agreement.

11. By signing this release form, I authorize Escape Room Palm Springs, to use the following personal information:

- 1) My picture – including photographic, motion picture, and electronic (video) images.
- 2) My voice – including sound and video recordings.

I hereby grant to Escape Room Palm Springs, its subsidiaries, licensees, successors and assigns, the right to use, publish and reproduce, for all purposes, my name, picture of me in film and electronic (video) form, sound and video recordings of my voice, and printed electronic copy of the information described in sections (1) and (2) above in any and all media including without limitation, cable and broadcast television and the Internet, and for exhibition, distribution, promotion, advertising, sale, press conferences, meeting, hearings, educational conferences, and in brochures and other print media in connection with the advertisement and promotion of the Event and Escape Room Palm Springs.. This permission extends to all language, media, formats, and markets now known or hereafter devised. This permission shall continue forever unless I revoke the permission in writing. I further grant Escape Room Palm Springs all right, title, and interest that I may have in all finished pictures, negatives, reproductions, and copies of the original print, and further grant Escape Room Palm Springs the right to such materials for marketing, communications, or advertising purposes, as it deems fit. I hereby waive the right to receive any payment for signing this release and waive the right to receive any payment for Escape Room Palm Springs’ use of, or any rights to inspect or approve, finished photographs, audio, video, multimedia, or advertising and copy printed matter or computer generated scanned images and other electronic media that may be used in conjunction therewith or to approve the eventual use to which it might be applied.

12. Confidentiality/Non-Disclosure. You acknowledge that during the course of your experience in the facilities of Escape Room Palm Springs you will learn certain information that must be maintained confidential in order to ensure the continued success of Escape Room Palm Springs and its operations. You further acknowledge that your disclosure of any such information to third-parties and/or the public, including through digital mediums and social media would result in irreparable harm to Escape Room Palm Springs. Based thereon, you agree that any and all information you may obtain concerning the operation of the facilities of Escape Room Palm Springs, including any “passcodes” or other information which is necessary to complete and participate in the experience provided by Escape Room Palm Springs must be maintained confidentially and you expressly agree that you will not disclose or cause to be disclosed such confidential or proprietary information to third-parties or the public, including through the use of social media or other digital outlets.

13. I hereby waive any and all right to seek compensatory damages, lost profits, exemplary damages against Escape Room Palm Springs, its owners, employees, representatives and agents, and agree that any damages that I may suffer for my participation in the Event shall be limited to a refund of the admission fees that I have paid for my participation in the Event.

14. In case of emergency, call _____ (Relationship) _____ at (_____) _____.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING DOCUMENT AND I FULLY UNDERSTAND THE CONTENTS HEREOF. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Name: _____

Signature: _____ Date: _____