

## ACCIDENT WAIVER AND RELEASE OF LIABILITY

In exchange for participation in the Puzzle Escape Room Event organized by 307 Mysteries, of 2800 North US Hwy 1416 Gillette, Wyoming 82716, or use of the property, facilities, and services of 307 Mysteries, I agree for myself to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by 307 Mysteries, or the employees, representatives, or agents of 307 Mysteries.
2. I assume all the risks of participating in any activities associated with this Puzzle Escape Room Event, including but not limited to, any risks that may arise from negligence or carelessness on the part of 307 Mysteries, from dangerous or defective equipment or property owned, maintained, or controlled by 307 Mysteries, or because of the possible liability without fault of 307 Mysteries.
3. I recognize that this activity has potential risks including, but not limited to:
  - a. Use of simple tools;
  - b. Potentially moving or lifting objects weighing no more than twenty (20) pounds;
  - c. Mental stress and anxiety;
  - d. Being in a reasonably small space with up to five (5) persons;
  - e. Possibility of failure to escape the room in the allotted time.
4. I agree that I assume full responsibility for personal injury to myself and further release and discharge 307 Mysteries for any injury, loss, or damage arising out of my use of or presence on the facilities of 307 Mysteries, whether caused by the fault of myself, 307 Mysteries, or other third parties.
5. I agree to indemnify and defend 307 Mysteries 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 use of or presence upon the facilities of 307 Mysteries.
6. I agree to pay for all damages to the facilities of 307 Mysteries caused by my negligent, reckless, or willful actions.
7. Any legal claim that may arise from participation in the above shall be resolved under Wyoming law.
8. I agree that I have no known physical or mental illness that precludes my participation in a safe manner for myself or others.
9. I attest that am not under the influence of drugs or alcohol which impairs my ability to maintain my safety awareness or endanger others.
10. I agree that 307 Mysteries, or the employees, representatives, or agents of 307 Mysteries may, in their sole discretion, determine it is unsafe for myself or others for my participation to continue, and may remove me from the premises by any lawful means.
11. I consent to receive medical treatment which may be deemed advisable in the event of injury, accident, or illness during this activity.
12. I agree that 307 Mysteries, or the employees, representatives, or agents of 307 Mysteries, has the right to any photos, video, or sound footage of me during the 307 Mysteries Puzzle Escape Room Event. These photos, video footage, and sound materials may be used for any marketing purposes.

This 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 HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.**

# ACCIDENT WAIVER AND RELEASE OF LIABILITY

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Print Participant's Name

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Participant's Signature

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