



366 SW Knox St, Lake City, FL 32025 ● (386) 243-8193

Liability Waiver for Participants

This agreement contains a waiver of important legal rights. Please read carefully.

In consideration of Break the Code Escape Rooms LLC allowing me to participate in a game activity, which shall be defined as an activity designed to simulate a situation which requires a group to work as a team to escape a room(s) by solving puzzles and other challenges of a mental nature, I, the undersigned, do hereby represent and warrant that:

1. I ASSUME ANY AND ALL RISKS of participating in any game activity conducted by Break the Code Escape Rooms LLC, and its representatives, and agree to fully and forever release, indemnify, and hold harmless Break the Code Escape Rooms LLC, and its representatives.
2. I understand that this release includes, but is not limited to, any risk that may arise from the negligence, act, omission or carelessness on the part of Break the Code Escape Rooms LLC and its representatives, from jeopardous or defective equipment or property owned, maintained, or controlled by Break the Code Escape Rooms LLC or building owner.
3. I understand that Break the Code Escape Rooms LLC includes all of its employees, assigns, directors, members, volunteers, representatives, affiliates (including property owner), insurers, subcontractors, and all other persons acting on behalf of Break the Code Escape Rooms LLC.
4. I understand that Break the Code Escape Rooms LLC conducts simulated game events which may cause excitement; I represent and warrant that I am sufficiently physically and mentally fit for participation in the game activity and further certify that there are no health-related reasons or problems which preclude my participation in such game activity. Furthermore, I am assuming any and all risks of participation.
5. I understand that Break the Code Escape Rooms LLC is not responsible for any damage to, or loss of, my personal property and hereby, fully and forever, release and agree to indemnify Break the Code Escape Rooms LLC and its representatives for any damage to, or loss of, my personal property. Break the Code Escape Rooms LLC encourages all participants to secure personal belongings prior to participation.
6. **In the event of minor child participation:** I give permission for my child to participate. I, [parent/guardian name listed on page 2] consent to the participation of my child, [child name listed on page 2], in activities of the escape room providing puzzle-solving entertainment, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I certify that I have legal authority over and custody of [child name listed on page 2]. **I understand that any participants under the age of 16 must have a paid adult participant in the room.**
7. I fully and forever waive, release and discharge Break the Code Escape Rooms LLC and its representatives, from any and all liability, claims, loss, expenses, demands, actions, and causes of action whatsoever arising from my participation in any game activities.
8. I will pay for all damages caused by myself or my family or others in my party. I agree to pay for all damages to the facilities of Break the Code Escape Rooms LLC caused by any negligent, reckless, or willful actions by me or my family or others in my party. I will not tamper with nor allow my child to tamper with the smoke detector system or security cameras or monitoring equipment. The cost of damages also includes the cost incurred by having to shut the room down due to the damage, and any cancellation of any following appointments following the occurrence of the damage caused by my party.
9. I agree that I will be removed from the property if I behave in an unsafe manner and that I will not receive a refund. I will not be allowed to participate if I am, or appear to behave as if I am, under the influence of alcohol or drugs. I also understand that I will be removed if I behave in any manner that endangers the safety of myself or others. I understand that Break the Code Escape Rooms LLC reserves the right to refuse service to me for the reasons listed above, and I will not receive a refund.
10. I agree on behalf of myself, my heirs, executors, administrators, agents, and assigns to fully and forever waive, release, discharge, hold harmless and to indemnify Break the Code Escape Rooms LLC and its representatives (including building owner) from any and all liability, claims, loss, expenses, demands, actions, and causes of action whatsoever, which may be initiated by myself or any other person or organization, arising from any negligence, act, omission, or carelessness by Break the Code Escape Rooms LLC.

11. I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns. I would like to receive free email promotions and discounts to the email address provided below. I may unsubscribe from emails at any time.

12. I acknowledge that this Accident Waiver and Release of Liability Form will be used by Break the Code Escape Rooms LLC and relied upon by Break the Code Escape Rooms LLC and that it will govern my actions and responsibilities at said game activity.

13. I have signed this Agreement willingly. I acknowledge that I am under no pressure nor duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. This Agreement may be executed in counterpart, and may be executed by way of facsimile or electronic signature, and if so, will be considered an original.

14. I agree that this Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

15. If any provision of this agreement is deemed invalid or unenforceable, all other provisions shall continue in full force and effect.

16. All suits in law or equity brought by participant against Break the Code Escape Rooms LLC shall be heard exclusively in the State and Federal Courts of Florida, and Florida law shall exclusively Govern.

By signing below, I hereby agree to the terms and conditions of the waiver, as set forth in the above document.

_____ Responsible Party (and/or parent of minor below) Printed Name _____ Responsible Party (and/or parent of minor below) Signature

Date of birth: _____ Today's Date: _____

Phone: _____ E-mail: _____

Address: _____

City: _____ State: _____ Zip: _____

Please list minors and/or other participants below, Please PRINT first and last name:

_____ Participant #1 _____ Participant #1 Date of birth

_____ Participant #2 _____ Participant #2 Date of birth

_____ Participant #3 _____ Participant #3 Date of birth

_____ Participant #4 _____ Participant #4 Date of birth

_____ Participant #5 _____ Participant #5 Date of birth

_____ Participant #6 _____ Participant #6 Date of birth

_____ Participant #7 _____ Participant #7 Date of birth

_____ Participant #8 _____ Participant #8 Date of birth