

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS ESCAPE ROOM EVENT:

Our personal and company ASSURANCE STATEMENT: Here at Unlock Harmony/ Eclectic Etude/ Our personal home we value the safety of the minor participants above all else as well as our overall integrity as an entity and ownership. The following statements made are held at the highest regard, but do not guarantee the safety of the participant. We cannot control the choices and actions of the participant, but can commit to do our part to ensure their safety and enjoyment of any group activities. We strive to hold ourselves to the highest standards.

Our commitment to the SAFETY of the participant and their responsible adult(s): At any point during this group and on the premise, there will not be any high-risk actions or activities involved to participate in all of the things necessary to fully engage for the duration of said activity. There will be a first-aid kit in case of emergencies and a commitment to contact the responsible adult(s) in the case of an emergency regarding the specified minor in this agreement. If there is a life-threatening injury or risk of a life-threatening injury, 911 contact will be made immediately, followed by the specified adult contact in this agreement. There is one camera located in the studio room for the sole purpose of monitoring activity and having a recording available upon request of the specified adult. You may request video footage for any reason and we will provide a copy of said footage for the studio only within 72 hours upon request. It is our mission to assure safety, education, and enjoyment for the participant and their responsible adult(s). The following agreement has the sole purpose of ensuring the business' and owner's safety as well. We require that this waiver is signed so that you may see our commitment to protect and educate the participant as well as to ensure that the participant understands the rules and agrees not to damage the property, put others at risk, and injure other participants, organizers, and staff.

Exiting the premise: The adult(s) and participant is in no way obligated to continue with this group activity and may leave the premises at any time upon physical or verbal request. The participant will never be restrained or kept in the studio or premise at any point that they are present here. There is a fake lock on the studio entrance/exit doors to give the appearance that they are "locked in" solely for the escape room group activity.

Refunds: A refund will not be issued if you have completed the payment and have chosen not to continue with the activity on the date signed in this agreement.

Potential Risks: I certify that I understand this activity has potential risks (due to negligence, carelessness, misuse of tools, or anything else regarding the ground rules of the escape room by the participant, including but not limited to:

- 1) Use of simple tools;
- 2) Potentially moving or lifting objects of not more than fifteen pounds;
- 3) Mental stress and anxiety;

- 4) Being in a reasonably small space with up to twelve persons;
- 5) Possibility of failure to escape the room in the allotted time;
- 6) Possibility of falling objects.

Ability to participate: I have no physical or mental illness that precludes my participation in a safe manner for myself or others. I am not under the influence of drugs or alcohol which impairs my ability to maintain my safety awareness or endangers others.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by Unlock Harmony/ Eclectic Etude/ Megan Bohls for the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

Removal of premise rules and regulations: I agree that all staff or authorized agents may, in their sole discretion, determine it is unsafe for myself or others for my participation to continue, and will contact the adult responsible for the participant to have them removed from the premises. The organizers of this activity will not be allowed to make unlawful physical contact with the participant, therefore releasing all obligations for removal to the adult responsible for the participant.

Waiver of Liability: In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me, THE FOLLOWING ENTITIES OR PERSONS: The directors, officers, employees, volunteers, representatives, staff, and agents of any and all entities authorizing this activity; (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity of release or otherwise. I acknowledge that the directors, officers, employees, volunteers, representatives, and agents of any authorizing entity are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity of the participant or organizers. The undersigned further acknowledges that they have inspected the facilities, equipment, and areas to be used for the Unlock Harmony activities and is voluntarily participating despite the risk of falls, contact and/or crashes with other participants, defective equipment, the condition of the room and any hazards that may be posed by spectators or volunteers. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity and that the staff, owners, organizers, or volunteers may have an ambulance transport participant to a medical facility in the case of a true medical emergency. I agree that Unlock Harmony/ Eclectic Etude or any of its assigns has the right to any photos or any video/sound footage of me during the group. These photos, video footage and sound materials may be used for any marketing purposes, but are there for the protection of both participants, the business, owners, employees,

and volunteers. I fully understand that there are no refunds under any conditions once I purchase my entrance fee. The 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 CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. WHEN REGISTERING ONLINE, MY ONLINE SIGNATURE SHALL SUBSTITUTE FOR AND HAVE THE SAME LEGAL EFFECT AS IF I HAD SIGNED A WAIVER AND RELEASE AGREEMENT.

*NOT SIGNED AT THE PLACE OF THE EVENT / ELECTRONIC SIGNATURE: _____ Yes/No

X _____

Participant's Signature

_____ Date (If under 18 years old)

***Parent or Guardian must sign if participant is under the age of 18 years old**

X _____

Parent/Guardian Signature

_____ Date

*Please print legibly

X _____

Participant's Name

_____ Age (If under 18 years old)

CHILDREN'S RELEASE: For all persons under eighteen (18) years of age a parent or legal guardian must sign the following acknowledgment. The undersigned

X _____

(parent/guardian name) the parent

and natural or legal guardian of **X** _____ (minor's

name) hereby acknowledges that he/she has executed the foregoing Release for and on behalf of the minor named herein and agree to bind myself, the minor, his/her executors, administrators, heirs, next of kin, successors, and assigns to the terms of the foregoing Release. I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility to treat the minor named herein for the purpose of attempting to treat or relieve such injuries. I consent to the administration of all medical care. By signing this agreement I agree that I or the part of my responsible party lose my/our right to sue anyone involved with the Escape Room Lancaster. WHEN REGISTERING ONLINE, MY ONLINE SIGNATURE SHALL SUBSTITUTE FOR AND HAVE THE SAME LEGAL EFFECT AS IF I HAD SIGNED A WAIVER AND RELEASE AGREEMENT. PARTICIPATION WILL BE DENIED IF THE SIGNATURE OF AN ADULT PARTICIPANT OR PARENT AND DATE ARE.