I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS ESCAPE ROOM by Code Stat Escape Rooms LLC, of 3875 Telegraph Road Suite D Ventura, California, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I understand this activity has potential risks including but not limited to:

1) Use of simple tools;
2) Potentially moving or lifting objects of not more than thirty pounds;
3) Mental stress, fear, and anxiety;
4) Being in an enclosed space with up to eleven other persons;
5) Possibility of failure to escape the room in the allotted time.

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 agree that **any negligent participation that results in stealing, disassembly of props or set, or damages** made at Code Stat Escape Rooms that may not be repaired or redeemed before the next set of customers, potentially affecting following experience(s), **may result in fees.**

I acknowledge that this Accident Waiver of Release of Liability Form will be used by the organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity. **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 remove me from the premises by any lawful means.**

I acknowledge that Code Stat Escape Rooms is not held liable to distribute refunds. In consideration of my application and permitting me to participate in this activity, **I hereby take action for myself and those I sign for**:

(A) I WAIVE, RELEASE, AND DISCHARGE, from any and all 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, whether caused by the fault of myself, my family, Code Stat Escape Rooms, or other third parties THE FOLLOWING ENTITIES OR PERSONS: The members, directors, officers, employees, volunteers, representatives, affiliates, fundraiser initiatives/donors/beneficiaries;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in the above paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of Releasees or otherwise;

(C) INDEMNIFY AND DEFEND the entities or persons mentioned in this paragraph 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 family's use of or presence upon the facilities of Code Stat Escape Rooms;

(D) OBSERVE AND OBEY posted rules and warnings, and further agree to follow any oral instructions or directions given by the entities or persons mentioned above in this paragraph;
(E) I AGREE TO PAY FOR ALL DAMAGES to the facilities of the entities or persons mentioned above in this paragraph caused by any negligent, reckless, or willful actions by me or my family;
(F) I AGREE AND UNDERSTAND ALL purchases are final and non-refundable unless a cancellation request is submitted more than 24 hours in advance. I agree and understand that all rescheduling requests will only be considered up to 3 hours before a reservation. I agree and understand that no refunds will be issued for late arrivals or no-shows.
I acknowledge that the members, directors, officers, employees, volunteers, representatives, and agents of any authorizing entity are NOT responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.
I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.
I acknowledge that during the course of my experience in the facilities of Code Stat Escape Rooms I will learn certain information that must be maintained confidential in order to ensure the continued success of Code Stat Escape Rooms and its operations. I further acknowledge that my disclosure of any such information to third parties and/or the public, including through digital media and social media would result in irreparable harm to Code Stat Escape Rooms. Based thereon, I agree that any and all information I may obtain concerning the operation of the Code Stat Escape Rooms will be maintained confidentially and I expressly agree that I 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. **I agree not to take photos or videos inside any game and understand that phones, smart devices, and other recording devices are not permitted inside any game.**
I acknowledge that Code Stat Escape Rooms uses special effects including but not limited to flashing lights, props, fog, sounds, and pop-out surprises which pose no threat to players but may frighten young children or others. I understand that Code Stat Escape Rooms in not to be held liable for any injuries or accidents that may occur as a result of being frightened. I understand that the storylines behind the experiences are entirely fictional and do not represent Code Stat Escape Rooms members' opinions.
I understand that my photo, film likeness, and/or copied signature may be replicated during the course of the game for special effects purposes but that Code Stat Escape Rooms will delete all reproductions afterwards. I understand that while participating in this activity, I may be photographed and recorded. I agree to allow my photo, video, film likeness, and/or voice including electronic images or pictures to be used for any legitimate purpose this authorizing entity decides, and assigns. Such uses may include but are not limited to posting on social media. This permission will remain in force and shall continue forever unless I revoke my permission in

writing. I hereby waive the right to any payment for signing this release and waive the right to receive any payment from Code Stat Escape Rooms.

I understand any persons under 8 years old must be accompanied by a parent or guardian, any persons under 13 years old must be accompanied in the room by an adult 18 years old or older, and that any persons under 18 years old must have a parent or guardian's permission in the form of this signed Accident Waiver and Release of Liability.

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 BINDING CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Participants 18 years and older

Print Name:

Signature: Today's Date:

Print Name:

Signature: Today's Date:

Print Name:

Signature: Today's Date:

Print Name:

Signature: Today's Date:

Print Name:

Signature: Today's Date:

Print Name:

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