

Southern Pines Escape Release Of Liability And Assumption Of Risk - Waiver

The individual named below (referred to as "I" or "me") desires to participate in an escape room activity (the "Activity") provided by Elphick, LLC, a North Carolina limited liability company, with offices located at 135 W Vermont Ave, Southern Pines, NC 28387, dba Southern Pines Escape (the "Company"). As lawful consideration for being permitted by the Company to participate in the Activity, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

I am aware and acknowledge that participating in the Activity may include, but is not limited to, crouching, kneeling, climbing, crawling, and lifting which can result in injury or death; also from the use of the premises and facilities where the Activity is located or is to occur, or if premises and facilities are not an applicable description, the general area where the Activity is to occur, and the use of any machinery, equipment or apparatus located therein or thereon (collectively the "Activity Premises").

Upon entering the Activity Premises, I will inspect the same and my observation and my engagement, participation and/or involvement in the Activity shall constitute an acknowledgement that I find and accept them to be safe and reasonably suited for their intended purpose.

I hereby release Elphick LLC dba Southern Pines Escape and (collectively, the "Releasees") from and against any and all liability for any loss, damage, injury, expense, demand or cause of action that I may suffer whether with respect to personal injury, death, damage to or destruction of property, theft or otherwise, which may arise as a result of my presence in, upon or about the Activity Premises or my use of the Activity Premises.

I will indemnify and hold harmless the Releasees, collectively and individually, from any and all losses, liabilities, damages, demands, costs, causes of action and expenses that they may incur, for any reason whatsoever, which may arise as a result of my participation in the Activity, and my presence in, upon or about the Activity Premises.

I acknowledge that the directors, officers, employees, volunteers, representatives, and agents of this authorizing entity are NOT responsible for the 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. 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 am aware that I may be subject to video & audio monitoring and recording. I understand that my participation in post-game photos constitutes my consent to the release of those photos for Web marketing uses, including but not limited to the Company's Web site and social media platforms such as Facebook, Instagram, and Twitter.

I understand and acknowledge that the Activity will be explained to me prior to my participation, and I further understand and acknowledge that I have the right to not participate if the Activity has not been sufficiently explained to me, or for any other reason or no reason. I understand I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Company, and its officers, managers, employees, agents, affiliates, members, successors and assigns (collectively, "Releasees"), arising out of or attributable to my participation in the Activity, whether arising out of the negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

I understand that being permitted to participate in the Activity, there are potential risks including but not limited to:

1. Being enclosed in a small room with a group of people;
2. Mental stress and similar disorders;
3. The use of simple tools and objects;
4. Dim lighting in rooms.

I acknowledge that I am not permitted to take photos while participating in the activity described above. I further acknowledge that there is no cell phone use while participating in the Activity, unless in case of an emergency.

I am aware that any puzzle, clue, theme, or scenario idea submitted to the Company in writing implies my consent to the Company's use of that idea in future scenarios, with or without attribution and/or compensation.

It is unlawful for any person to tamper with or to knowingly cut, break, deface or actuate any alarm device (including auxiliary alarm devices, wires or wire supports or appurtenances thereto) or to intentionally transmit an alarm of fire knowing that no emergency exists. Tampering with alarm system, any person who has violated any provision of this chapter shall have committed a civil infraction subject to a civil penalty. The maximum monetary penalty for each separate violation per day or portion thereof shall be \$500.00 per violation per day or portion thereof to a maximum penalty of \$5,000 for all offenses.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY. I acknowledge that I am at least 18 years old.

Print Participant's Name

Participant's Signature

Date

Additional Room Participants:

Print Participant's Name Participant's Signature Date

Print Participant's Name Participant's Signature Date

Print Participant's Name Participant's Signature Date

Print Participant's Name Participant's Signature Date

Print Participant's Name Participant's Signature Date

Print Participant's Name Participant's Signature Date

Print Participant's Name Participant's Signature Date

Under 18 years of age, RELEASE: I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Liability Release.

Parent/Legal Guardian's Name Parent/Legal Guardian's Signature Date
(Print)