

Waiver, Release, Assumption of Risk, and Indemnity Agreement

In exchange for participation in the Escape Room Event organized by Exitus, LLC ("Exitus Escape Rooms"), of 155 Liberty St NE, Suites M103-106, Salem, OR 97301 and/or use of the property, facilities and services of Exitus Escape Rooms, I agree 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 Exitus Escape Rooms, or the employees, representatives or agents of Exitus Escape Rooms.

2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and further release and indemnify Exitus Escape Rooms for injury, loss or damage arising out of my use of or presence upon the facilities of Exitus Escape Rooms, whether caused by the fault of myself, Exitus Escape Rooms or other third parties.

3. I agree to indemnify and defend Exitus Escape Rooms 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 Exitus Escape Rooms.

4. I agree to pay for all damages to the facilities of Exitus Escape Rooms caused by my negligent, reckless, or willful actions.

5. I agree that Exitus Escape Rooms, or the employees, representatives or agents of Exitus Escape Rooms, has the right to any photos or any video/sound footage of me during the Exitus Escape Room event. I grant Exitus Escape Rooms the right to use my image, likeness, actions and statements in any transmission, publication or reproduction of the event in any means or circumstances, without any further permission or compensation.

6. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Exitus Escape Rooms has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

7. Any legal claim that may arise from participation in the above shall be resolved under Oregon law.

8. In the event of an injury to the below minor during the above described activities, I give my permission to Exitus Escape Rooms or to its employees, representatives or agents to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will remain in effect until terminated in writing by the undersigned or when the above described activities are completed. Exitus Escape Rooms shall have the following authority:

- a. The authority to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;
- b. The authority to authorize medical treatment or medical procedures in an emergency situation; and
- c. The authority to make appropriate decisions regarding clothing, bodily nourishment and shelter.

I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Exitus Escape Rooms, their officers, agents, and employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in physical activity, or while on or upon the premises where the event is being conducted.

In signing this release, I acknowledge and represent that I have read the foregoing Waiver, Release, Assumption of Risk, and Indemnity Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from foregoing written agreements, have been made: and I EXECUTE THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

I, _____ (adult), consent to the participation of _____ (minor) in Escape Room Event, and agree on behalf of the above minor to all of the terms and conditions of this Agreement.

By signing this release, I represent that I have legal authority over and custody of aforementioned minor.

Name

Signature

Date