

ESCAPE ROOM BCS

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU ARE GIVING UP LEGAL RIGHTS

In consideration for being permitted to enter the Escape Room BCS and to participate in the related activities conducted by and at the Escape Room BCS located at 907-B Harvey Rd., College Station, Texas 77840, including, without limitation, the use of electronic equipment, art work, furniture, locking mechanisms, receiving instruction, strenuous bodily movement, and any other activities in and around the Escape Room BCS facility. (collectively, "Activities"), I acknowledge and agree that **ERBCS, LLC (THE OWNER AND OPERATOR OF ESCAPE ROOM BCS) RESERVES THE RIGHT TO REFUSE ENTRY TO THE ESCAPE ROOM FACILITY IF ITS EMPLOYEES OR STAFF BELIEVE THAT PARTICIPANTS COULD CREATE A RISK OF HARM TO THEMSELVES OR OTHER PARTICIPANTS.**

ASSUMPTION OF RISK/HOLD HARMLESS: I, ON BEHALF OF MYSELF AND MY CHILD/WARD ACKNOWLEDGE AND AGREE THAT OUR PARTICIPATION IN THE ACTIVITIES IS VOLUNTARY AND THAT I AGREE AND HEREBY ASSUME ALL RISKS OF LOSS, INJURY, SICKNESS, DEATH OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER, INCLUDING THE SOLE OR CONTRIBUTORY NEGLIGENCE, GROSS NEGLIGENCE, ACT OR FAILURE TO ACT OF ERBCS, LLC, ITS AFFILIATES AND THEIR OWNERS, DIRECTORS, MANAGERS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, DESIGNERS, LICENSORS, AND REPRESENTATIVES, AS WELL AS THE PROPERTY OWNER AND TENANTS OF THE PROPERTY AND THE OWNERS, MANUFACTURERS AND INSTALLERS OF THE EQUIPMENT COMPRISING THE ESCAPE ROOM BCS FACILITY (COLLECTIVELY, THE "RELEASEES"). IT IS MY VOLUNTARY AND INFORMED DECISION TO RELEASE ANY FUTURE LAWSUITS OR CLAIMS THAT I MAY HAVE AGAINST THE RELEASEES. THEREFORE, I AGREE ON BEHALF OF MYSELF AND MY CHILD/WARD AND OUR PERSONAL REPRESENTATIVE(S), SUCCESSORS, HEIRS, AND ASSIGNS TO HOLD THE RELEASEES HARMLESS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING OUT OF MY AND/OR MY CHILD/WARD'S VOLUNTARY PARTICIPATION IN ACTIVITIES AT THE ESCAPE ROOM BCS FACILITY WITHOUT RECOURSE OF ANY KIND.

RELEASE/WAIVER OF LIABILITY: I EXPRESSLY RELEASE, ACQUIT AND FOREVER DISCHARGE RELEASEES OF AND FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, SUITS OR CAUSES OF ACTION WHATSOEVER ARISING OUT OF ANY DAMAGE OR LOSS OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, SICKNESS OR DEATH TO ME OR MY CHILD/WARD, ARISING OUT OF, RESULTING FROM OR ASSOCIATED WITH MY AND/OR MY CHILD/WARD'S PARTICIPATION IN ANY OF THE ACTIVITIES OFFERED AT THE ESCAPE ROOM BCS FACILITY. THIS RELEASE IS VALID AND EFFECTIVE WHETHER THE DAMAGE, LOSS, INJURY, SICKNESS OR DEATH IS A RESULT OF ANY ACT OR OMISSION (EVEN THOUGH CAUSED BY THE SOLE OR CONTRIBUTORY NEGLIGENCE, GROSS NEGLIGENCE, ACT OR FAILURE TO ACT) ON THE PART OF ANY RELEASEES OR FROM ANY OTHER CAUSE. THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY INCLUDES, WITHOUT LIMITATION, DAMAGES, LOSSES, INJURIES, SICKNESS OR DEATH, WHICH MAY OCCUR AS A RESULT OF THE: (A) USE OR MISUSE OF THE ESCAPE ROOM BCS FACILITY IN ANY WAY BY ANYONE; (B) USE OF ANY EQUIPMENT THAT MALFUNCTIONS OR BREAKS; (C) IMPROPER MAINTENANCE OF THE FACILITY, GROUNDS, PROPERTY, OR ANY EQUIPMENT; (D) INSTRUCTION OR SUPERVISION OR THE LACK THEREOF; OR (E) SLIPPING, TRIPPING AND /OR FALLING WHILE IN THE ESCAPE ROOM BCS FACILITY OR ON THE SURROUNDING PREMISES.

I FURTHER GRANT ERBCS, LLC THE RIGHT TO PHOTOGRAPH, VIDEOTAPE, AND/OR RECORD ME AND/OR MY CHILD/WARD WHILE CONDUCTING THE ACTIVITIES AND TO USE MY OR MY CHILD'S/WARD'S NAME, FACE, LIKENESS, VOICE AND APPEARANCE IN CONNECTION WITH ESCAPE ROOM BCS EXHIBITIONS, PUBLICITY, ADVERTISING, AND PROMOTIONAL MATERIALS WITHOUT RESERVATION OR LIMITATION.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, FULLY UNDERSTAND THAT IT IS A RELEASE OF ANY AND ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BEHALF OF MYSELF AND OR MY CHILD/WARD TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR DAMAGES, INJURY OR LOSS OF ANY KIND OR CHARACTER AGAINST RELEASEES. SHOULD ANY CLAIM, DEMAND, SUITE OR CAUSE OF ACTION WHATSOEVER BE MADE AGAINST RELEASEES, I UNDERSTAND AND AGREE THAT I WILL BE RESPONSIBLE FOR ALL COSTS AND EXPENSES, DAMAGES, LIABILITIES, ATTORNEY'S FEES AND DEFENSE COSTS ARISING OUT OR INCURRED BY RELEASEES IN CONNECTION WITH OR IN THE DEFENSE OF THAT CLAIM.

I HAVE READ THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, CONSIDERED ITS EFFECTS, UNDERSTAND ITS CONTENT, AND AGREE, ON BEHALF OF MYSELF AND/OR MY CHILD/WARD, TO THE TERMS AS STATED ABOVE. I UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY SPECIFICALLY CONTAINS AN INDEMNITY AGREEMENT WHEREBY I AGREE TO REIMBURSE THE RELEASEES AGAINST ANY DAMAGES (INCLUDING ATTORNEY'S FEES AND COSTS) INCURRED AS A RESULT OF ANY LAWSUIT, CLAIM, OR ACTION BROUGHT BY MYSELF, MY CHILD/WARD, OR ANY OTHER PARTY, RELATED IN ANY WAY TO ME OR MY CHILD'S/WARD'S USE OF THE ESCAPE ROOM BCS FACILITY. I FURTHER UNDERSTAND THAT NO PERSON HAS PERMISSION TO USE THE ESCAPE ROOM BCS FACILITY WITHOUT AN EFFECTIVE AND VALIDLY SIGNED ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY ON BEHALF OF THEMSELVES AND/OR THEIR CHILD/WARD.

I UNDERSTAND THAT I AM VOLUNTARILY AND OF MY OWN FREE WILL SIGNING AN AGREEMENT THAT INVOLVES WAIVING MY RIGHT AND/OR THE RIGHTS OF MY CHILD/WARD TO BRING A LAWSUIT OR CLAIM AGAINST THE ABOVE-MENTIONED RELEASEES. I FURTHER UNDERSTAND AND ACCEPT THE ABOVE RISKS RELATED TO THESE ACTIVITIES.

DATE: _____

NAME: _____

SIGNATURE: _____

WITNESS: _____