



## Woodbridge Escape Room, LLC

### RELEASE AND WAIVER AGREEMENT

For purposes of the acknowledgements under this Release and Waiver Agreement the term participant shall include the individual participating in the Activities (as defined herein) and any spectator to the Activities.

The activities and ancillary events promoted by Woodbridge Escape Room hereafter known as BCW GROUP, LLC (the “Activities”) may result in an injury, injuries, death, or property damage to the participant. The participant hereby acknowledges those risks and to the extent permitted by law, on behalf of the participant and the participant’s beneficiaries, heirs, executor, administrator and next of kin, hereby releases waives, discharges, and covenants not to sue BCW GROUP, LLC, its officers, members, managers, promoters, employees, affiliates, business partners and the owner of the property housing the Activities (collectively “BCW GROUP Parties” or singularly “BCW GROUP Party”) for any and all claims, demands, actions or right of action, liabilities, bodily injuries (including paralysis and death), property damage or any and all other claims or damages as a result of the participant’s participation in the Activities. By signing or otherwise accepting this Release and Waiver Agreement the participant releases any and all claim, of whatever nature, present and future, as set forth above.

To the extent permitted by law, participant assumed full responsibility for any risk of bodily injury, death and property damages while participating in the Activities whether that damages is a result of the actions of the BCW GROUP Parties or otherwise. Participant shall indemnify and hold the BCW GROUP Parties harmless from any claim or cause of action from third parties including medical providers, resulting from participant’s participation in the Activities and agrees to reimburse the each BCW GROUP Party for reasonable legal fees and costs incurred by the BCW GROUP Party arising out of such cause of action.

The participant acknowledges that the participant has inspected or has a clear understanding of the facilities, equipment and areas to be used for the Activities and is voluntarily participating despite the risk involved including but not limited to the risk of falls, injurious contact with other participants or actors, defective equipment, flying objects, falling, hazardous room conditions and hazards that may be posed by the BCW Parties.

**Participant understands and agrees that upon purchase of the right to participate in the Activities there will be no refund for the purchase under any condition.**

The BCW GROUP, LLC retains the right to any photos, video or sound footage taken of the participant during the Activities the (“Audio Visual Product”). The participant grants BCW GROUP, LLC the right to use the Audio-Visual Product for BCW GROUP, LLC’s marketing and promotional purposes.

Participant acknowledges that BCW GROUP, LLC spends considerable time and resources to develop the puzzles and other intellectual property (the “Intellectual Property”) related to the Activities and the Intellectual Property is not known to the general public. Participant’s disclosure of the Intellectual Property to the general public will be detrimental to BCW GROUP, LLC. BCW GROUP, LLC agrees to allow participant access to the Activities in exchange for, among other consideration, the participant holding the Intellectual Property in strict confidence. The parties agree that upon breach of this provision by the participant, participant shall pay BCW GROUP, LLC.

BCW GROUP, LLC liquidated damages in the amount of \$20,000.00 along with the reasonable attorney fees and costs of BCW GROUP, LLC resulting from enforcement of this provision (the “Damages Amount”). The parties acknowledge that actual damages will be difficult to ascertain and the Damages Amount represents the parties’ best estimate of such damages.

For the safety of the participant and others the participant agrees to abide by the “Game Rules” as attach. If the participant has any questions about the Game Rules they must ask a representative of BCW GROUP, LLC prior to participating in the Activities. The participant acknowledges that BCW GROUP, LLC may terminate the Activities at any time should any participant fail or refuse to abide by the Game Rules or otherwise fail to follow the instruction of a representative of BCW GROUP, LLC. Upon such termination, no participant shall have the right to a refund of any portion of the fee paid to participate in the Activities.

Participant acknowledges that the Activities are not recommended for individuals that are pregnant or have heart conditions, hypertension, claustrophobia, or similar condition. The Activities will require that you stand for at least one hour.

The participant shall be responsible for all damage resulting from the actions of the participant including but not limited to damage to the real estate were the Activities occur, damage to the props, equipment, and all other property of the BCW Parties and the property of all other individuals as a result of the participant’s actions.

Participant has carefully read the above release and waiver agreement and understands the contents of the agreement and signs this release and waiver agreement as participant’s own free and voluntary act.

By signing or otherwise accepting this Release and Waiver Agreement the participant understands and acknowledges that in order to participate in the Activities or act as a spectator or bystander an individual must be eighteen (18) years of age or older unless the individual’s parent or legal guardian has acknowledged and accepted this Release and Waiver Agreement on behalf of a participant under the age of eighteen (18) years of age.

If any provision of this Waiver and Release Agreement is found to be unenforceable it shall not invalidate the agreement and the remaining provisions shall be enforced.

\_\_\_\_\_  
Participant’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant’s Name  
(Please print legibly)

\_\_\_\_\_  
Age

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

The undersigned \_\_\_\_\_ (parent/guardian) represents that he or she is the parent or legal guardian of \_\_\_\_\_ (minor participant's name) and hereby acknowledges that he or she has executed the foregoing release and waiver agreement on behalf of the minor participant and agrees to bind himself or herself and the minor to the terms of the release and waiver agreement. The undersigned authorizes any licensed physician, emergency medical technician, or other trained medical professional to treat injuries to the minor participant.

WHEN REGISTERING ONLINE, THE ONLINE SIGNATURE SHALL SUBSTITUTE FOR AND HAVE THE SAME LEGAL EFFECT AS IF THE SIGNATORY HAD SIGNED A PHYSICAL COPY OF THE WAIVER AND RELEASE AGREEMENT.

PARTICIPATION WILL BE DENIED IF THE DATED SIGNATURE OF AN ADULT PARTICIPANT OR PARENT IS NOT RECEIVED AT THE TIME AND PLACE OF THE SCHEDULED ACTIVITIES.

Minor Participant's name \_\_\_\_\_ age \_\_\_\_\_.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name