

ESCAPE TIME ADVENTURES by Imaginart Studios, LLC

PLEASE PRINT - ALL PLAYERS MUST HAVE A SIGNED WAIVER ON FILE PRIOR TO PARTICIPATION
(See age restrictions below)

Waiver of Liability, Release and Acknowledgement of Risks

Each player must complete the Liability Waiver before starting the challenge. All participants must complete this form. Parent/Guardian must complete for minors.

WARNING: This Waiver of Liability, Release and Acknowledgement of Risks ("Waiver") is legally binding. If you require clarification on any aspect of this Waiver, please contact Escape Time Adventures for clarification before signing or consult an attorney to seek advice on the meaning of this Waiver. All references to Escape Time Adventures games, policies or procedures herein shall include the owners, managers, volunteers, and staff members of Escape Time Adventures.

IN SIGNING THIS DOCUMENT, YOU ARE WAIVING THE RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY REMEDY FOR ANY PERSONAL INJURIES, DAMAGE TO PROPERTY, ACCIDENT OF ANY KIND, INCLUDING DEATH, THAT MAY OCCUR WHEN YOU USE THE ESCAPE TIME ADVENTURES FACILITIES, EQUIPMENT OR PROPERTY, OR THROUGH YOUR PARTICIPATION IN ACTIVITIES OR EVENTS AT THE ESCAPE TIME ADVENTURE'S LOCATION.

(A) Acknowledgement and Acceptance of Risk. It is my intent to voluntarily participate in the activities and use the facilities associated with this escape room activity (the "Activities") located at Escape Time Adventures, 939 Route 376, Suite 2, Wappingers Falls, NY.

I acknowledge and agree that the Activities bear certain known risks and unanticipated risks which could result in injury, death, illness, or disease, physical or mental damage to myself, my property, or other third parties or their property, or the property of Escape Time Adventures.

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THE ACTIVITIES, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of myself, or other participants within my party in the Activities, participating in game play and guest activity on the premise, including any dangers or defective equipment, or property owned, maintained, or controlled by Escape Time Adventures. Any of such I assume all risks, and possible liability claims, or lawsuits without fault of Escape Time Adventures.

I certify that I understand that the Activities have potential inherent risks including but not limited to 1. Use of simple tools; 2. Potentially moving or lifting objects of not more than twenty pounds; 3. Mental stress and anxiety; 4. Being in a reasonably small space with up to fifteen persons; 5. Possibility of failure to escape the room in the allotted time; 6. Physical activity.

7. Moving props, hidden sudden drop downs, or dark hidden chambers that may require minor physical bending, stretching, or lifting.

I acknowledge that this Waiver will be used by Escape Time Adventures regarding the Activities in which I may participate, and that it will govern my actions and responsibilities at the Activities. I agree that all staff or authorized agents may, in their sole discretion, determine it is unsafe for me or others for my participation in the Activities to continue, and in such an event, they may remove me from the premises by any lawful means. Any damage, operational faults, caused by negligent activity of any game participant, including any lost or stolen items, props, or other property owned by Escape Time Adventures is the responsibility of participants in game. Escape Time Adventure, and Imaginart Studios, LLC will enact legal redemption of any loss, financial replacement, for any costs action or services required to restore any property of Escape Time Adventure, including but not limited to full compensation of all items within the facility which are the property of Escape Time Adventures, and Imaginart Studios, LLC.

Participants authorize Escape Time Adventures and Imaginart Studios, LLC, immediate reimbursed for any costs, for any damage or physical harm caused to staff, including any other guest within the Escape Time Adventure facility.

(B) Rules and Safety Measures. I affirm that the rules and regulations and safety precautions of Escape Time Adventures have been explained to me and I have had the opportunity to ask any questions. I agree to comply with all rules and regulations and safety precautions and to follow the

instructions of all owners, directors, managers, and staff members of Escape Time Adventures with my participation in the Activities. I understand that the Escape Time Adventures staff are not medical personnel and emergency medical services are not being provided in connection with the Activities. I have no physical or mental illness that precludes my participation in a safe manner in the Activities. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/ or illness during the Activities. I understand that the use and/or possession of drugs or alcohol is strictly prohibited before and during the Activities as it impairs my ability to maintain my safety awareness and may cause me to endanger myself for others. I acknowledge that I am not under the influence of drugs or alcohol, and I understand that the use and/or possession of drugs or alcohol will be grounds for immediate removal from the Activities without reimbursement of any fees paid.

(C) Waiver of Liability. With knowledge of the aforementioned, and as an inducement to allow me to participate in the Activities, I hereby agree to indemnify and hold harmless and to waive any all possible liability, claims, suits, costs, expenses, losses, medical fees, attorney’s fees, or other related causes of action for damages against Escape Time Adventures or their owners, directors, officers, managers, members, representatives, and staff members in a personal or representative capacity, including but not limited to, such claims that may result from property damage or theft, my injury or death during or arising in any way from participation in the Activities, whether supervised or unsupervised, and whether that damage, injury or death may result from my own negligence, the negligence of Escape Time Adventures or their owners, directors, managers, members, representatives, and staff members, or the negligence of another participant in the Activities. I acknowledge that the owners, directors, officers, managers, members, representatives, volunteers, employees, and staff members of Escape Time Adventures are NOT responsible for the errors, omissions, acts, or failures to act of myself or any other participants in the Activities. This waiver shall be binding upon me and upon my assigns, heirs, representatives, executors, guardians, and administrators. This Waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

(D) Reimbursement. I agree to fully reimburse Escape Time Adventures for any damage caused to Escape Time Adventures property due to my participation in the Activities.

(E) Consent to Photographs and Filming. By participation in the Activities, I consent to being photographed or recorded by Escape Time Adventure or their owners, managers, members, representatives, and staff members. I also consent to the use of such photographs, pictures, film, audio recording and/or video recording of me by Escape Time Adventures for publicity, promotion, television, radio, website, social media site, or any other use, and I expressly waive any right of privacy, compensation, copyright, or other ownership right.

ON-LINE CHECK MARK BOX, OR SIGNATURE OF THIS WAIVER AT THE FACILITY, PRIOR TO PARTICIPATION AND PURCHASE, IS CONSIDERED A BINDING AGREEMENT TO THIS WAIVER. I AFFIRM THAT I HAVE READ THIS WAIVER IN ITS ENTIRETY AND THAT I UNDERSTAND THE NATURE OF THE ACTIVITIES, THE INHERENT RISKS, AND THE RULES AND REGULATIONS. I UNDERSTAND THAT BY SIGNING THIS WAIVER I AM VOLUNTARILY GIVING UP ANY RIGHT I MIGHT HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITIES. I ALSO AFFIRM THAT ALL MY QUESTIONS CONCERNING THIS WAIVER HAVE BEEN ANSWERED TO MY SATISFACTION.

ROOM: (check room)
 DRAGONS CURSE _____ VOODOO SWAMP _____ DRACULA _____
 VOODOO SWAMP _____ THE LOST TOMB _____

Date: ____ / ____ /2023

NAME OF PLAYER (Please Print Clearly) _____

SIGNATURE OF PLAYER & D.O.B _____

PARENT/GUARDIAN SIGNATURE (Required if under 18 yrs.) _____

Ages 8-14 years, only need Parent/Guardian Signature

2023