![C:\Users\c07440\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.IE5\15CRDDFF\large-orleans-express-upper-left-corner-33.3-6133[1].gif]()![C:\Users\c07440\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.IE5\15CRDDFF\large-orleans-express-upper-left-corner-33.3-6133[1].gif]()**CONSTANT EVOLUTION ESCAPE ROOMS, LLC**

**Waiver must be signed before playing**

**WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

![C:\Users\c07440\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.IE5\3SU32WK1\DhM3fEa[1].png]()For the valuable consideration of participating in the escape room(s) organized by Constant Evolution Escape Rooms, LLC and /or use of the property, parking, facilities and services located at 551 S. Main St, Cottonwood, Arizona 86326 (collectively, “Activities”). Constant evolution Escape Rooms, LLC RESERVES THE RIGHT TO REFUSE ENTRY TO THE FACILITY IF THE EMPLOYEES OR STAFF BELIEVES THAT PARTICIPANTS COULD CREATE A RISK OF HARM TO THEMSELVES OR OTHER PARTICIPANTS.

Assumption of Risk: I realize that myself or my child/ward’s participation in this live escape game brings with it potential risks. By booking and participating in this event, myself and or my child/ward agree to assume all risks of participating in any/all activities associated with this event and it is my voluntary and informed decision to release any future lawsuit or claims that they may have against the releasees. Therefore, I agree on behalf of myself and my child/ward and our personal representative, successors, heirs, and assigns to hold Constant Evolution Escape Rooms LLC and its affiliates, officers, directors, agents, employees, designers, licensors, and members, as well as the property owner and tenants of the property and the owners, manufacturers and installers of the equipment comprising the Constant Evolution Escape Rooms facility (collectively, the “Releasees”) harmless from any and all claims or causes of action arising out of me and/or my child/ward’s participation at the Constant Evolution Escape Rooms facility.

I certify that I understand this activity has potential risks including but not limited to: 1) Mental stress and anxiety 2) Falling or tripping, contact and/or colliding with other participants, defective equipment, and the condition of the room.

In consideration of permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

1. I WAVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me, THE FOLLOWING ENTITIES OR PERSONS: The directors, officers, owners, employees, volunteers, representatives, and agents of any and all entities authorizing this activity;
2. INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I certify that I have no physical or mental illness that precludes my participation in a safe manner for myself or others. I am not under the influence of drugs or alcohol which impairs my ability to maintain my safety awareness or endangers others.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by Constant Evolution Escape Rooms LLC, organizer of the activities in which I may participate, and that it will govern my actions and responsibilities at said activity. I agree that all staff or authorized agents may, in their sole discretion, determine it is unsafe for myself or others for my participation to continue, remove me from the premises by any lawful means.

I agree to pay for all damages to the facilities of Constant Evolution Escape Rooms LLC caused by myself or my child/ward, negligent, reckless, or willful actions.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity. This release form shall be constructed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**MEDIA DISCLOSURE**

I agree that Constant Evolution escape Rooms LLC, or its employees, representatives or agents, has the right to any photos or any video/sound footage of me during the escape game activities. I GIVE CONSTANT EVOLUTION ESCAPE ROOMS LLC ALL RIGHTS TO MARKET, PUBLISH, REPRODUCE (IN ANY AND ALL MEDIA), AND OTHERWISE USE THE RECORDINGS WITHOUT MY PERMISSION. **No personal information will ever be utilized in any media that is used by CONSTANT EVOLUTION ESCAPE ROOMS, unless otherwise agreed upon by the individual (e.g. name and age for a testimonial).**

I acknowledge that I will not post trade secrets or puzzles from inside any Constant Evolution Escape Rooms live escape games on any social media including Yelp. Doing this ruin, the experience for future players. CONSTANT EVOLUTION ESCAPE ROOMS RESERVES THE RIGHT TO PROSECUTE ANY ACTION THAT IS IN VIOLATION OF THIS AGREEMENT.

**I CERTIFY (BY SIGNATURE) THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS AND I INTEND THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW.**

**Please sign on Confirmation of Agreement sheet.**

CONSTANT EVOLUTION ESCAPE ROOMS LLC 2018 ALL RIGHTS RESERVED

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Date:

**Confirmation of Agreement**

**WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**By signing below, you agree that you have read and understand the stipulations outlined in the above-mentioned waiver agreement.**

Print Participant’s Name Signature of Participant Date

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Date:

**MINOR RELEASE**

**MINOR RELEASE: (MUST BE COMPLETED BY PARENT/GUARDIAN FOR PARTICIPANT UNDER THE AGE OF 18)**  I, the above-named Minor’s parent and/or legal guardian, understand the nature of the activities and the minor’s experience and capabilities and believe the minor to be qualified, in good health, and in proper physical and emotional condition to participate in the activities. I have read in full and agree to this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement with Parental consent and agree to all terms on behalf of the Minor, including limitation, photos and videotaping.

Print Participant’s Name Parent/Guardian Signature Contact Phone # of Parent Date

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