## ACCIDENT WAIVER AND RELEASE OF LIABILITY Curious Escape Rooms: 353, 359 Main St, Fitchburg, MA 01420

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS CURIOUS ESCAPE ROOM EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I understand this activity has potential risks including but not limited to:

- 1) Potentially moving or lifting objects of not more than fifty pounds;
- 2) Mental stress and anxiety;
- 3) Negligent participants;
- 4) Falling objects;
- 5) Being in a reasonably small space with up to fifteen persons;
- 6) Possibility of failure to escape the room in the allotted time.

I have no mental illness or state that precludes my participation in a safe manner for myself or others.

I agree that **any negligent participation that results in stealing or disassembly of props or set, or damages** made at Curious Escape Rooms that may not be repaired or redeemed before the next set of customers, potentially affecting following experience(s), **may result in fees up to \$600.** 

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the organizers of the activity 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 acknowledge that Curious Escape Rooms is not held liable to distribute refunds. In consideration of my application and permitting me to participate in this activity, I hereby take action for myself and those I sign for:

(A) I WAIVE, 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, employees, volunteers, representatives, and agents of any and all entities authorizing this activity;

(B) 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 hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I agree to not take photos or videos inside any game without consent of Curious Escape Rooms.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose this authorizing entity decides, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I understand any persons 14 years of age and younger must be accompanied by an adult 18 years old or older. I CERTIFY THAT I HAVE READ THE CURIOUS ESCAPE ROOMS ACCIDENT WAIVER AND RELEASE OF LIABILITY CONTRACT. I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS CONTRACT AND SIGN IT IN MY OWN FREE WILL.

Todav's Date

Signature of Participant (18 and over) or Parent/Guardian

**Print Name** of Signer/Participant (18 and over)

Guardian Phone Number In Case of Emergency

If participant is 17 and under, Print Name Here

Minor's Date of Birth

Check to join our email list

Email (Print clearly)