

# OUTTA TIME EXCAPE ROOMS LLC.

## LIABILITY WAIVER



Outta Time Escape Release and Waiver of Liability

PLEASE READ THIS DOCUMENT CAREFULLY.

By signing, you are giving up legal right.

In consideration for being permitted into Outta Time Escape Rooms and the related activities (collectively, “activities”) conducted by and at Outta Time Escape Rooms LLC and Rad FX Co..

Outta Time Escape Rooms LLC reserves the right to refuse entry to Outta Time Escape Rooms facility if the employees or staff believes that participants could create a risk of harm to themselves or other participants.

### ASSUMPTION OF RISK:

I agree that I and/or my child/ward am voluntarily participating in the activities offered by OUTTA TIME EXCAPE ROOMS LLC and engaging in recreational activities while using OUTTA TIME EXCAPE ROOMS Facilities and it is my voluntary and informed decision to release any future lawsuits 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 OUTTA TIME EXCAPE 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 OUTTA TIME EXCAPE ROOMS LLC 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 OUTTA TIME EXCAPE ROOMS facility.

I expressly release and forever discharge Releasees from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury, or death to me or my child/ward, while participating in any of the activities offered at OUTTA TIME EXCAPE ROOMS LLC facility. This includes, without limitation, the use of electronic equipment, costumes, art work, furniture, locking mechanisms, receiving instruction, strenuous bodily movement, and any other activities in and around the OUTTA TIME EXCAPE ROOM facility.

This release is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of any Releasees or from any other cause. This Waiver and Release of Liability includes, without limitation, injuries, or accidents, which may occur as a result of the:

- (a) use or misuse of the facility in any way by anyone,
- (b) use of any equipment that malfunctions or breaks,
- (c) improper maintenance of the facility, grounds, or any equipment,
- (d) instruction or supervision, or
- (e) slipping, tripping and /or falling while in the facility or on the surrounding premises.

This Release of Liability also expressly includes a release for any and all claims arising out of or under the Code of West Virginia §55-7-27. I further grant OUTTA TIME EXCAPE ROOMS LLC the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child’s/ward’s name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

I acknowledge that I have carefully read this waiver and release and fully understand that it is a release of 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 injury or loss of any kind against OUTTA TIME EXCAPE ROOMS LLC. Should any claim be made, I understand and agree that I will be responsible for all attorney's fees and defense costs incurred by OUTTA TIME EXCAPE LLC in connection with or in the defense of that claim.



This Release and parental/guardian Waiver is made in accordance with WV CODE §49-1-1. I have read the above, considered its effects, understand its content, and agree, on behalf of myself and/or my child/ward, to the terms as stated above. This agreement 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 OUTTA TIME EXCAPE ROOM facility. I further understand that NO person has permission to use the OUTTA TIME EXCAPE ROOM facility without an effective and validly signed Release and parental/Guardian Waiver of Liability. I understand that I am voluntarily giving up me and or my child's/ward's right to bring a lawsuit or claim against the above-mentioned Releasees. I further understand and accept the above risks related to these activities.

**Print Name of Participant or Guardian**

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First                                  Last                                  (Age)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Email)

**Print Name of Participant or Guardian**

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First                                  Last                                  (Age)

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(Email)

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