



*Those who are under 18 years of age MUST have a parent or legal guardian sign our waiver for you. There are no exceptions to this policy. The safety and welfare of all of our guests is our top priority.*

**Exit Pursuit Entertainment Inc. operating as Escape Emporium**

**This agreement must be completed in full before access will be permitted into the game rooms.**

# **RELEASE OF LIABILITY AND WAIVER AGREEMENT-ADULTS**

Exit Pursuit Entertainment Inc. operates room escape adventures at its location Escape Emporium (1103- 95 Street, Edmonton, AB, T6X 0P8, Canada). In order to be granted access to participate in the Escape Emporium games and use of the property, facilities and services of Exit Pursuit Entertainment Inc. I agree for myself and (if applicable) for the members of my family, to the following rules:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Escape Emporium game master employees, representatives or agents of Escape Emporium.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Exit Pursuit Entertainment Inc. for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Escape Emporium, whether caused by the fault of myself, my family, Exit Pursuit Entertainment Inc. or other third parties.
3. I agree to indemnify and defend Exit Pursuit Entertainment Inc. against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the Exit Pursuit Entertainment Inc. facilities.
4. I agree to pay for all damages to the facilities of Exit Pursuit Entertainment Inc. caused by my or my family's negligent, reckless, or willful actions.
5. Any legal claim that may arise from participation in the above shall be resolved under Alberta law.
6. I agree that Exit Pursuit Entertainment Inc, or the employees, representatives or agents of Exit Pursuit Entertainment Inc., has the right to any photos or any video/sound footage of me during the Escape Emporium games participation. These photos, video footage, and sound materials may be used for any marketing purposes.
7. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Exit Pursuit Entertainment Inc. has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
8. I acknowledge that participating in a room escape can or could result in injuries to the participant. By executing my signature to this release, I hereby release, waive, discharge and covenant not to sue Exit Pursuit Entertainment Inc., its officers, members, promoters, owners, employees, contractors or business partners from any and all liability, injuries, or any and all other claims and damages as a result of participating in an event sponsored by Exit Pursuit Entertainment Inc.
9. Furthermore, I, on behalf of my personal representatives, assigns, heirs, and next of kin, hereby release any and all claims, damages, injuries, incurred by myself in regards to the participation in such events. I agree to hereby release any and all claims, of whatever kind of nature, present and future, damages and injuries. I assume full responsibility for and risk of bodily injury, death or property damage due to negligence or non-negligence of Exit Pursuit Entertainment Inc., its, owners, employees, and contractors in the Escape Emporium facility or any events organized by Exit Pursuit Entertainment Inc.
10. I further acknowledge that I am voluntarily participating despite the inherent risks and hazards associated with participating in escape games, and the condition of the room.

**ADDRESS:** 1103 95 SW Street, Edmonton, Alberta T6X 0P8

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11. I, in consideration of being permitted to participate in the Escape Emporium games, acknowledge the risks and hazards involved in and arising from the attending, participating in any event at Escape Emporium and do for myself, his or her heirs, executors, administrators, and assigns, release and forever discharge Exit Pursuit Entertainment Inc., their employees, contractors and actors, of and from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and / or property damage resulting or to result from any accident which may occur as a result of participation in Escape Emporium exit games or any activities in connection with Exit Pursuit Entertainment Inc. whether by negligence or non-negligence or from any and all other incidents of harm and /or ill-will.

12. I accept the Terms and Conditions (see attached document).  Initials \_\_\_\_\_

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

First and Last Name Print	Signature	Date	Email Print	Send me updates	Phone #
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**HOUSE RULES**

- o NO muscle power to be used, only the brain power is to be engaged
- o NO disobeying the posted rule or DO NOT TOUCH SIGNS
- o NO profane language
- o NO aggressive behavior
- o NO outside food or drink in the rooms
- o NO harassment of any form is tolerated
- o NO fighting, hitting or bullying only fun and good time allowed!

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# FOR MINORS

CHILDREN’S RELEASE: For all persons under eighteen (18) years of age a parent or legal guardian must sign the following acknowledgment. The undersigned \_\_\_\_\_ (parent/guardian) the parent and natural or legal guardian of \_\_\_\_\_ (minor’s name) hereby acknowledges that he/she has executed the foregoing Release for and on behalf of the minor named herein and agree to bind myself, the minor, his/her executors, administrators, heirs, next of kin, successors, and assigns to the terms of the foregoing Release. I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility to treat the minor named herein for the purpose of attempting to treat or relieve such injuries. I consent to the administration of all medical care. By signing this agreement I agree that I or the part of my responsible party lose my/our right to sue anyone involved with the Escape Emporium.

I accept the Terms and Conditions (see attached document).  Initials \_\_\_\_\_

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

First and Last Name Print	Signature	Date	Email Print	Send me updates	Phone #
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Revision date 10 June 2016

## TERMS & CONDITIONS

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## IMPORTANT NOTICE PLEASE READ



Exit Pursuit Entertainment Inc.; trading as Escape Emporium (referred to here as “Escape Emporium Game”, “our”, “us”, “we”) is a supplier of amusement game services and facilities, including but not limited to all customer “escape game” entertainment, and associated activities, provision of amusement game facilities (the facilities). All dealings with Escape Emporium will be on these terms of trade (Terms) unless otherwise agreed in writing by Escape Emporium. By making a booking or using the facilities at the Escape Emporium venue it is deemed that you understand and accept the Terms.

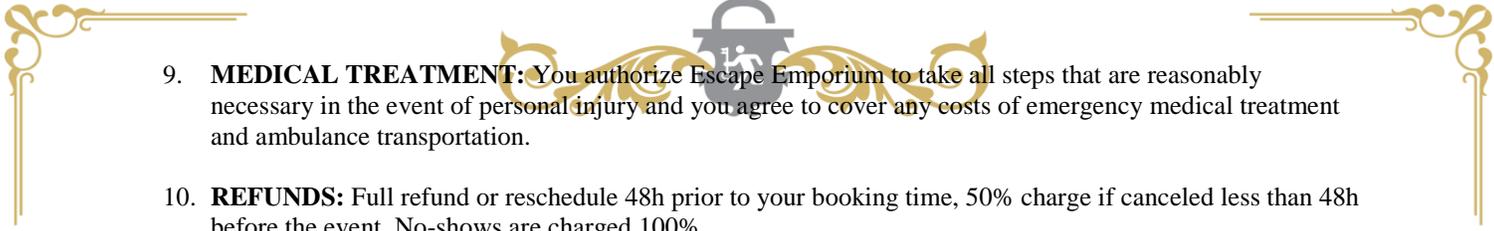
1. **CONDITION OF ENTRY:** You read, accept, and comply with, the Terms and Conditions of Exit Pursuit Entertainment Inc. operating as Escape Emporium and sign a waiver prior to using our facilities.
2. **GAME SERVICE:** You understand that the amusement game service is intended to be an intellectual challenge for your entertainment, and is not intended to test your physical abilities in any way. You understand that you may interact with your environment, but the game does not require or involve any physical challenges, and therefore excludes the use of excessive force and activities such as running, jumping, climbing or striking, or any other physical activity that may cause damage or harm to people or property.
3. **LIABILITY:** You agree not to abuse, or use excessive force to handle items in the facility. You accept liability for the cost of any damage to the facility caused by you as a participant (for example but not limited to damaging, misplacing or modifying passwords on pad locks) or caused by you to another person’s property. Escape Emporium is not responsible for loss or damage to your property.
4. **INDEMNITY:** Escape Emporium, its employees, directors and agents are not liable to you, your dependents, or your legal representatives for personal injury suffered by you due to the amusement game services and facilities not being supplied with due care and skill or not being reasonably fit for their purpose or because of negligence, breach of contract, statute or statutory duty by Escape Emporium. Subject to the above you accept all risks and hereby waive the right to sue Escape Emporium, and you release, discharge, and indemnify Escape Emporium, its employees, directors and agents from any claim, action, demand or proceeding which may be made by you or on your behalf or by other parties for, or in respect of, or arising out of any injuries, loss, or damage caused as a consequence of your attendance at Escape Emporium or by the use of our amusement game facilities.
5. **CONFIDENTIALITY:** Without the permission of Escape Emporium you agree not to disclose any videos, photos or any other business or technical information that Escape Emporium considers to be confidential, for example but not limited to the game flow, elements used, disclosed to you directly or indirectly, in writing, orally or visually.
6. **COPYRIGHT:** You may not use, copy, reproduce, modify, adapt, translate, create derivative works, publish, transfer, distribute, or sell information that Escape Emporium considers confidential (in whole or part) without prior consent from Escape Emporium.
7. **REFUSE ENTRY:** Escape Emporium reserves the right to refuse entry to use our facilities to you, if it is deemed that you are a danger to yourself, the Escape Emporium staff or other customers.
8. **HEALTH CONDITION:** If you are in poor health or impaired by medical conditions that could be worsened by the use of the Escape Emporium facilities, you will not be allowed to use our facilities as matter of precaution. You are also responsible for managing your own safety and if in doubt, should consult an Escape Emporium team member or medical professional.

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9. **MEDICAL TREATMENT:** You authorize Escape Emporium to take all steps that are reasonably necessary in the event of personal injury and you agree to cover any costs of emergency medical treatment and ambulance transportation.
  10. **REFUNDS:** Full refund or reschedule 48h prior to your booking time, 50% charge if canceled less than 48h before the event. No-shows are charged 100%.
  11. **BOOKING ON OTHERS' BEHALF:** When booking on behalf of another person, you agree that you make that purchase as the authorized agent of that person so that person shall be bound by the same Terms as you.
  12. **UNDER 18,14 and 5:** A parent or an authorized guardian must sign the waiver and T&C's for minors (under the age of 18). Minors under the age of 14 must be under the direct supervision of an adult at all times during the use of any of the facilities at the Escape Emporium venue. Maximum of 2 children per one adult are allowed in the room, ratios to be maintained at all time; each children is counted as 1 person for max room occupancy and fees. Not recommended for children age 5 and under. The guardian responsible for any child is bound by the Terms on the child's behalf.
  13. **SAFETY SIGNS:** You must adhere at all times to all safety signs displayed, or other directions of Escape Emporium, through the Escape Emporium facility.
  14. **VIDEO SURVEILLANCE:** You give Escape Emporium consent to use video surveillance to assist with the game flow when necessary, and claim if necessary for damages caused to the property or the facilities of Escape Emporium.
  15. **TEAM PHOTOS:** When you allow Escape Emporium to take team photos, for example at the end of the game, you consent for us to use these photos for promotional purposes, for example but not limited to uploading it to social media websites.
  16. **ALCOHOL AND DRUGS:** You will not be allowed to participate in any escape game activities if reasonably considered, by Escape Emporium, to be under the influence of alcohol or drugs.
  17. **FOOD AND DRINK:** Food or drink must not be consumed while engaging in the amusement game activities.
  18. **MOBILE PHONES:** Mobile phones must not be used while engaged in the escape game activities.
  19. **DANGEROUS ITEMS:** No dangerous items, sharp objects, lighters or matches are permitted into game facilities.
  20. **SMOKING:** Strictly no smoking at the Escape Emporium facilities.

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