

## ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

### **THIS AGREEMENT IS A BINDING LEGAL DOCUMENT. READ IT CAREFULLY BEFORE SIGNING.**

In exchange for me being permitted to participate in the activities and events organized by MindTrix LLC, and/or my use of property, facilities, and services of MindTrix LLC (“**MindTrix**”) at Clackamas Town Center Mall, 12000 SE 82nd Avenue, Happy Valley, OR 97086 (the “**Escape Room**”), I agree for myself and (if applicable) for the members of my family to the following:

1. I understand that my participation in the Escape Room may include activities that may cause injury and/or property damage. With full knowledge of the facts and circumstances surrounding participation in the Escape Room, I voluntarily participate in the Escape Room and assume the responsibilities and risks resulting from my participation, including all risk of injury and property damage to myself and others.
2. I hereby certify that I have no health-related reasons or problems that preclude or restrict my participation in the Escape Room. I hereby consent to and understand myself to be solely responsible for the cost of first aid, emergency medical care, and, if necessary, admission to an accredited hospital for executing such care or treatment for injuries that I may sustain while participating in the Escape Room.
3. To the extent permitted by law, and in consideration for being allowed to participate in the Escape Room, I hereby save, hold harmless, discharge, and release MindTrix from all liability, claims, causes of actions, damages, or demands of any kind and nature whatsoever that may arise from or in connection with my participation in the Escape Room, whether caused by the negligence of MindTrix or otherwise. I understand and agree that this is a release of liability and indemnity agreement, and it is intended to be as broad and inclusive as permitted by law. If any portion is held invalid, the balance will continue in full force and legal effect.
4. I intend that this Agreement bind my spouse, the members of my family, and my estate, heirs, administrators, personal representatives, and assigns. I agree to save, hold harmless, indemnify, and defend MindTrix from any claim by any of the foregoing arising in any way out of my participation in the Escape Room.
5. I agree to observe and obey all posted rules and warnings, to follow any written or oral instructions or directions given by MindTrix and to pay for all damages to the facilities of MindTrix caused by my negligent, reckless, or intentional actions.
6. I understand and agree that MindTrix and/or its agents may record my participation in the Escape Room on any recorded medium for use in any form. I authorize such recording, and I release MindTrix to use my name, likeness, voice, and biographical material to exhibit or distribute such recordings in whole or part without restrictions or limitations for any promotional purpose.
7. I have been given a reasonable opportunity to review this Agreement before signing, and I am free to review this Agreement with my own legal counsel if I choose to do so. I understand that MindTrix has offered to refund any fees that I have paid to use its facilities if I choose not to sign this Agreement.

**PARENT OR GUARDIAN’S AUTHORIZATION FOR MEDICAL CARE AND CONSENT TO AGREEMENT.** I certify that I am the parent or legal guardian of the above-named participant (the “Minor”) in the Escape Room. On behalf of myself and my spouse, partner, co-guardian, or any other person who claims the Minor as a dependent, I have read and understand the contents of this Agreement, assent to its terms and conditions, and sign this Agreement of my own free act. I acknowledge that the Minor and I have agreed to the terms and conditions of participation in the Escape Room. I hereby give my consent to participation by the Minor in the Escape Room and agree to hold harmless, indemnify, and defend MindTrix from and against all claims, demands, or suits that the Minor has or may have. I grant permission to MindTrix to pursue medical treatment for the Minor, as ordered or recommended by a qualified physician, should the need arise.

In signing this Agreement, I hereby acknowledge and represent that I have read this Agreement in its entirety, understand it, and sign it voluntarily; and that this Agreement is the entire agreement between the parties.

\_\_\_\_\_  
Participant/Parent/Guardian Name

\_\_\_\_\_  
Participant/Parent/Guardian Signature

\_\_\_\_\_  
Date