



# THE OCALA ESCAPE

This agreement contains a waiver of important legal rights. Please read carefully.

In consideration of The Ocala Escape (Operated by Breakaway Enterprises, Inc.) allowing me to participate in a game activity, which shall be defined as an activity designed to simulate a situation which requires a group to work as a team to escape a room(s) by solving puzzles and other challenges of a mental nature, I, the undersigned, do hereby represent and warrant that:

1. I ASSUME ANY AND ALL RISKS of participating in any game activity conducted by The Ocala Escape, and agree to fully and forever release, indemnify, and hold harmless The Ocala Escape.
2. I understand that this release includes, but is not limited to, any risk that may arise from the negligence, act, omission or carelessness on the part of The Ocala Escape, from jeopardous or defective equipment or property owned, maintained, or controlled by The Ocala Escape.
3. I understand that The Ocala Escape includes all of its employees, assigns, directors, members, volunteers, representatives, affiliates, insurers, subcontractors, and all other persons acting on behalf of The Ocala Escape.
4. I understand that The Ocala Escape conducts simulated game events which may cause excitement; I represent and warrant that I am sufficiently physically and mentally fit for participation in the game activity and further certify that there are no health-related reasons or problems which preclude my participation in such game activity. Furthermore, I am assuming any and all risks of participation.
5. I understand that The Ocala Escape is not responsible for any damage to or loss of my personal property and hereby, fully and forever, release and agree to indemnify The Ocala Escape for any damage to or loss of my personal property. The Ocala Escape encourages all participants to secure personal belongings prior to participation.
6. I give permission for my child to participate. I, (parent/guardian name) consent to the participation of my child, (child name), in activities in of the escape room providing puzzle solving entertainment, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I certify that I have legal authority over and custody of (child name).
7. I fully and forever waive, release and discharge The Ocala Escape, from any and all liability, claims, loss, expenses, demands, actions, and causes of action whatsoever arising from my participation in any game activities.
8. I will pay for all damages caused by myself or my family. I agree to pay for all damages to the facilities of The Ocala Escape caused by any negligent, reckless, or willful actions by me or my family. I will not tamper with nor allow my child to tamper with the smoke detector system.

9. I agree that I will be removed from the property if I behave in an unsafe manner and that I will not receive a refund. I will not be allowed to participate if I am or appear to behave as if I am under the influence of alcohol or drugs. I also understand that I will be removed if I behave in any manner that endangers the safety of myself or others.
10. I agree on behalf of myself, my heirs, executors, administrators, agents, and assigns to fully and forever waive, release, discharge, hold harmless and to indemnify The Ocala Escape from any and all liability, claims, loss, expenses, demands, actions, and causes of action whatsoever, which may be initiated by myself or any other person or organization, arising from any negligence, act, omission, or carelessness by The Ocala Escape.
11. I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns. I would like to receive free email promotions and discounts to the email address provided below. I may unsubscribe from emails at any time.
12. I acknowledge that this Accident Waiver and Release of Liability Form will be used by The Ocala Escape and relied upon by The Ocala Escape and that it will govern my actions and responsibilities at said game activity.
13. I have signed this Agreement willingly. I 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. This Agreement may be executed in counterpart, and may be executed by way of facsimile or electronic signature, and if so, will be considered an original.
14. I agree that this Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
15. If any provision of this agreement is deemed invalid or unenforceable, all other provisions shall continue in full force and effect.
16. All suits in law or equity brought by participant against The Ocala Escape shall be heard exclusively in the State and Federal Courts of Florida, and Florida law shall exclusively govern.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Minor(s) Name (if applicable): \_\_\_\_\_

Relationship to Minor(s): \_\_\_\_\_

\*waiver must be signed to participate, no exceptions

\*\*if signing for a minor the waiver must be signed by a parent or legal guardian