



Participant Waiver, Release and Indemnity

This Participant Waiver, Release and Indemnity (this "Waiver") is entered into as of the date written below by and between each of the undersigned participants (each being referred to as "I" or a "Participant") and GET OUT! Escape Rooms Inc. ("GET OUT!") at 115-420 Des Meurons Street, Winnipeg, Manitoba (the "Facilities"). In consideration of being permitted to use the Facilities and participate in the escape room activities offered by GET OUT! (the "Activities"), each Participant hereby agrees as follows:

1. Voluntary Participation: I acknowledge that I am using the Facilities, participating in the Activities and executing this Waiver voluntarily and of my own accord.
2. Minors: Each participant under the age of 18 must have this Waiver signed by his or her parent or legal guardian. Minors under the age of 14 must be under the direct supervision of an adult at all times while at the Facilities.
3. Assumption of Risks: I acknowledge that there are inherent risks associated with the use of the Facilities and participation in the Activities, including and without limitation, exposure to moving objects, use of mechanical and electrical devices and access to confined and dimly lit spaces. I accept such risks voluntarily and assume responsibility for any accidents or consequences, including but not limited to, property damage, illness, injury and/or death, arising out of or related to the use of the Facilities and/or participation in the Activities.
4. Health Condition: Participants with medical conditions including, but not limited to claustrophobia, schizophrenia, anxiety, asthma, or heart disease must notify GET OUT! before the Activities and agree to participate at their own risk.
5. Medical Treatment: I authorize GET OUT! to take all steps that are reasonably necessary in the event of personal injury and I agree to cover all costs of emergency medical treatment and ambulance transportation.
6. Rules and Policies: I agree to abide by all the rules and policies in place at GET OUT! I agree to observe and obey all posted rules and warnings, and further agree to follow any oral or written instructions or directions given by GET OUT! staff. I agree to discontinue participating in the Activities if I observe any unusual hazard or if at any time I feel unfit to safely continue for any reason. GET OUT! reserves the right to refuse access to participants for violation of rules without refund or explanations.
7. Alcohol or Drugs: I agree that I will not be allowed to participate in any Activities if reasonably considered by GET OUT! staff to be under the influence of alcohol or drugs.
8. Food and Drinks: Food and drinks are not permitted to be consumed while engaged in the Activities.

9. Recording Devices: Mobile phones, cameras, and other recording devices of pictures, video or sound must not be used while engaged in the Activities.
10. Confidentiality: Without the express written permission of GET OUT! I agree not to disclose any videos, photos or any other business or technical information that GET OUT! considers to be confidential, for example but not limited to the game flow or elements used, disclosed to me directly or indirectly, in writing, orally or visually.
11. Property Damage: I agree to pay for all damages to the Facilities caused by my negligent, reckless, or willful actions.
12. Video and Audio Monitoring: I acknowledge that closed circuit cameras have been installed in the Facilities for safety and security purposes and to assist with game flow, and I consent to being monitored and recorded for such purposes.
13. Photo Release: When I allow GET OUT! to photograph me, for example as part of a group photo, I consent for GET OUT! to use these photos for promotional purposes, for example but not limited to uploading it to its website or to social media websites.
14. Waiver: I hereby expressly waive any and all claims, complaints, actions, causes of action, liabilities, costs (including legal costs) or demands that I may hereafter have against GET OUT! or any of its directors, officers, employees, contractors, shareholders, successors, affiliates, assigns, or agents, past, present, and future (collectively the "Releasees") to which I or any of my heirs, executors, administrators, assigns, or beneficiaries may become entitled to for any and all property damage, illness, injury and/or death, no matter how it may be caused (including, without limitation, through the fault or negligence of any of the Releasees) relating in any way whatsoever to my use of the Facilities and/or participation in the Activities.
15. Indemnification: I agree to indemnify and hold harmless the Releasees of and from any and all claims, complaints, actions, causes of action, liabilities, costs (including legal costs) or demands arising from or in any way related to my use of the Facilities and/or participation in the Activities.
16. Governing Law: This Waiver shall be governed by and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein. Each of the parties hereto hereby attorns to the exclusive jurisdiction of the courts of the Province of Manitoba.

Each participant acknowledges having read, understood, and agreed to the terms of this Waiver. Each participant is physically fit, mentally able and fully aware of the risks involved in participating in the Activities. Each participant is aware that by signing this document, the participant is waiving certain legal rights that the participant may have against the Releasees (on behalf of the participant and his/her releasers) and that this Waiver shall constitute a release of liability to the fullest extent permitted by law.

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL AGREEMENT AND INDEMNIFICATION (for participants under the age of 18): I, the undersigned parent or legal guardian of a participating minor, certify that I am the parent or legal guardian of the minor and understand the nature of the Activities, and the minor's experience and capabilities, and believe the minor to be qualified, in good health and in proper physical condition to participate in the Activities. I hereby agree on behalf of the minor to the above assumptions of risk, release of liability and waiver of claims and to release, indemnify and hold harmless GET OUT! from any and all claims which are brought by, or on behalf of the minor, and which are in any way connected with such participation or use by the minor. I hereby give approval to the minor's participation in the Activities.

GET OUT! Escape Rooms – Waiver

For Minor Participants (under 18 years of age)

Date of the Event:	_____
Minor's Name:	_____
Parent / Guardian Name:	_____
Parent / Guardian Signature:	_____
Parent / Guardian Phone:	_____
Parent / Guardian Email:	_____