

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, TERMS AND CONDITIONS AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

In consideration of Jigsaw Escape Rooms Inc., a corporation incorporated under the federal law of Canada, operating as Jigsaw Escape Rooms (the “**Corporation**”) permitting the individual named below (“**I**” or “**me**”) to participate in the escape room activities (the “**Activities**”), and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement (this “**Agreement**”).

TERMS AND CONDITIONS

I agree to abide by all the rules and policies in place, both written signs and verbal instructions as outlined by a representative of the Corporation, including, but not limited to, the following:

1. No climbing, running, jumping, or physical force, whatsoever.
2. No food and drinks are permitted to be consumed while engaged in the Activities.
3. No usage of mobile phones, cameras, or any other recording devices of pictures, video, or sound while engaged in the Activities.
4. No tampering with electrical wirings or outlets.
5. All accidents or equipment damage must be reported immediately.
6. 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.

I authorize and consent to being monitored and recorded for safety, security, and game enjoyment purposes. I further authorize the Corporation to take all steps that it deems reasonably necessary in the event of personal injury, and I agree to cover all costs of medical treatment and ambulance transportation, if any.

I AGREE THAT I WILL NOT BE ALLOWED TO PARTICIPATE, OR CONTINUE TO PARTICIPATE, IN THE ACTIVITIES IF UNDER THE INFLUENCE OF ALCOHOL OR DRUGS, OR FOR ANY OTHER REASON THE CORPORATION, IN ITS SOLE DISCRETION, SEEMS APPROPRIATE.

I AUTHORIZE THE CORPORATION TO USE MY CREDIT CARD ON FILE FOR ANY REIMBURSEMENT OF ANY INCIDENTAL CHARGES AND PROPERTY DAMAGED BY ME WHILE ENGAGED IN THE ACTIVITIES.

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I AM AWARE, ACKNOWLEDGE, AND UNDERSTAND THAT THE ACTIVITIES INVOLVE MANY RISKS, DANGERS, AND HAZARDS, INCLUDING BUT NOT LIMITED TO, THE RISK OF EXPOSURE TO MOVING OBJECTS, RISKS ASSOCIATED WITH MECHANICAL AND ELECTRICAL DEVICES, ACCESS TO CONFINED AND DIMLY LIT SPACES, FATIGUE, DISTRESS, MENTAL INJURY, ANGUISH, SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE. I FURTHER ACKNOWLEDGE THAT THIS LIST IS NOT INCLUSIVE OF ALL POSSIBLE RISKS ASSOCIATED WITH THE USE OF THE FACILITY AND ACTIVITIES.

NOTWITHSTANDING THE FOREGOING, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES AND THAT I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS, AND HAZARDS WHETHER CAUSED BY THE NEGLIGENCE OF THE CORPORATION OR OTHERWISE.

I hereby expressly waive and release any and all claims which I have or may in the future have against the Corporation, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors, and assigns (collectively, “**Releasees**”), on account of injury, death, or property damage arising out of or attributable to my participation in the Activities, due to any cause whatsoever, including without limitation the negligence of the Corporation or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against the Corporation or any other Releasee, and forever release and discharge the Corporation and all other Releasees from liability under such claims.

I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CORPORATION AND ALL OTHER RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE LEGAL FEES, IN CONNECTION WITH ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RESULTING FROM THE ACTIVITIES.

This Agreement, together with the **[Sign Up Form]**, constitutes the entire agreement of the Corporation and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall enure to the benefit of me and my heirs and next-of-kin, and the Corporation and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the Province of Ontario, and I hereby consent to the exclusive jurisdiction of such courts. The Agreement can be signed electronically and by way of acceptance of its terms on the Corporation’s website.

[Signature Page on the next page.]

For Participants Over 18 Years Old

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE CORPORATION AND THE RELEASEES.

Date: _____

Participant name (printed): _____

Participant Signature: _____

For Participants Under 18 Years Old

THIS IS TO CERTIFY THAT I AM THE PARENT OR GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT, AND I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY OWN BEHALF, ON BEHALF OF THE PARTICIPANT AND ON BEHALF OF MY AND PARTICIPANTS HEIRS, EXECUTORS, ADMINISTRATORS, AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE CORPORATION AND THE RELEASEES.

Date: _____

Participant name (printed): _____

Parent/Guardian name (printed): _____

Parent/Guardian Signature: _____

Relationship to Participant: _____